



# विद्युत उत्पादन कम्पनी लिमिटेड

## Vidhyut Utpadan Company Limited

Ref. No. 2082/083-766

### LETTER OF INVITATION


Consulting Services for: Feasibility Study and Detailed Engineering Survey, Design and Report Preparation of Road Realignment of Karnali Corridor at Kalikot.

RFP No: VUCL/PKHEP/RFP/Re-Alignment/082/083-1

Date of Publication: April 20, 2026

Dear Eligible Consultants.:

1. Vidhyut Utpadan Company Limited has allocated fund toward the cost of the project: “**Feasibility Study and Detailed Engineering Survey, Detailed Design and Report Preparation of Road Realignment of Karnali Corridor at Kalikot**” and intends to apply a portion of this to eligible payments under this Contract for which this Request for Proposals is issued.
  2. The Client now invites proposals to provide the following consulting services (hereinafter called “Services”): “As mentioned in cover page or attached letter of invitation”. More details on the Services are provided in the Terms of Reference (Section 7).
  3. Interested eligible consultants may obtain further information regarding project location, RFP and must ensure that consultant has received the Letter of Invitation upto 10<sup>th</sup> day from date of publication by mail or letter and may obtain RFP document with free of cost at the company's official website.: [www.vucl.org](http://www.vucl.org).
  4. RFP document should contain single envelope which must include two separate envelope containing Technical & Financial Document which shall be submitted at Vidhyut Utpadan Company Limited (VUCL), BPC Building, Buddhanagar, Kathmandu during office hours on or before **May 04, 2026 at 12:00PM**.
  5. Technical Proposal shall be Opened at Vidhyut Utpadan Company Limited, BPC Building, Buddhanagar, Kathmandu on **May 04, 2026 at 13:00 hrs**.
  6. RFP will be assessed based on **Specific experience: 30%, Qualifications and Experience of the key staff for the Assignment: 40%, Work plan and methodology in responding to the Terms of Reference: 20% and Suitability of Knowledge Transfer: 10%. Minimum score to pass the Technical Evaluation of RFP is 60**. A firm will be selected under **Least Cost Selection Method (LCS)** and procedures described in this RFP. 7.
  7. Based on Technical evaluation of RFP, only Qualified consultants will be notified to open their financial proposal.
  8. The RFP includes the following documents:
    - Section 1 - Letter of Invitation
    - Section 2 - Instructions to Consultants and Data Sheet Section 3 - Technical Proposal - Standard Forms
    - Section 4 - Financial Proposal - Standard Forms
    - Section 5 – Eligible Countries
    - Section 6 – GoN/DP’s Policy – Corrupt and Fraudulent Practices Section 7 - Terms of Reference
    - Section 8 - Standard Forms of Contract
  9. Details on the proposal’s submission date, time and address are provided in Clauses 17.8 of the ITC.
- Yours sincerely,

  
Mr. Heeraman Waiba  
Acting Chief Executive Officer

नि. प्रमुख कार्यकारी अधिकृत

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**विद्युत उत्पादन कम्पनी लिमिटेड**  
**Vidhyut Utpadan Company Limited**

**Selection of Consultants**

**REQUEST FOR PROPOSALS  
(LCS)**

**RFP No.: VUCL/PKHEP/RFP/Re-Alignment/082/083-01**

**Selection of Consulting Services**

**For**

**Feasibility Study and Detailed Engineering Survey,  
Design and Report Preparation of Road Realignment of Karnali  
Corridor at Kalikot.**

**F/Y 2082/083**

**Issued on: April 20, 2026**



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## SECTION 2. INSTRUCTIONS TO CONSULTANTS AND DATA SHEET

<b>A. General Provision</b>	
<b>1. Definitions</b>	<p>a. "Affiliate(s)" means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.</p> <p>b. "Applicable Guidelines" means the policies of the Development Partner (DP) governing the selection and Contract award process, in case of DP funded project. "Applicable Law" means the laws and any other instruments having the force of law in Nepal as they may be issued and in force from time to time.</p> <p>c. "Borrower [or Recipient or Beneficiary]" means the Government, Government agency or other entity that signs the financing [or loan/credit/grant/project] agreement with the Development Partner.</p> <p>d. "Client" means the [procuring entity/implementing/ executing agency] that signs the Contract for the Services with the selected Consultant.</p> <p>e. "Consultant" means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.</p> <p>f. "Contract" means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).</p> <p>g. "Data Sheet" means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific assignment conditions to supplement, but not to over-write, the provisions of the ITC.</p> <p>h. "Day" means a calendar day.</p> <p>i. "Development Partner (DP)" means the country/institution funding the project as specified in the Data Sheet.</p> <p>j. "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).</p> <p>k. "Government" means the government of the Nepal.</p> <p>l. "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.</p> <p>m. "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant's proposal.</p> <p>n. "ITC" (this Section 2 of the RFP) means the Instructions to Consultants that provides the shortlisted Consultants with all information needed to prepare their Proposals.</p> <p>o. "LOI" (Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants.</p> <p>p. "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.</p> <p>q. "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant.</p> <p>r. "RFP" means the Request for Proposals prepared by the Client for the selection of consultants, based on the SRFP.</p>

	any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.
<b>c. Conflicting relationships</b>	(iii) <u>Relationship with the Client's staff</u> : a consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Client or are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract.
<b>4. Unfair Competitive Advantage</b>	4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the <b>Data Sheet</b> and make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.
<b>5. Corrupt and Fraudulent Practices</b>	5.1 The GoN/DP requires compliance with its policy in regard to corrupt and fraudulent/prohibited practices as set forth in Section 6. 5.2 In further pursuance of this policy, Consultant shall permit and shall cause its sub-consultants and sub-contractors to permit GoN/DP or its representatives to inspect the accounts, records and other documents relating to the submission of the Proposal and execution of the contract, in case of award, and to have the accounts and records audited by auditors appointed by the GoN/DP. 5.3 Consultants shall be aware of the provisions on fraud and corruption stated in Clause GCC 10.1.
<b>6. Eligibility</b>	6.1 The GoN/DP permits consultants (individuals and firms, including Joint Ventures and their individual members) from the eligible countries as stated in Section 5 to offer consulting services for GoN/DP-financed projects. 6.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the GoN/DP. Maximum number of partners in JV shall be as specified in the Data sheet. 6.3 As an exception to the foregoing Clauses 6.1 and 6.2 above:
<b>a. Sanctions</b>	6.3.1 A firm or an individual sanctioned by the GoN/DP in accordance with the above Clause 5.1 shall be ineligible to be awarded a GoN/DP-financed contract, or to benefit from a GoN/DP-financed contract, financially or otherwise, during such period of time as the GoN/DP shall determine. The list of debarred firms and individuals is available at the electronic address specified in the <b>Data Sheet</b> . 6.3.2 In case of a natural person or firm/institution/company which is already declared blacklisted and ineligible by the GoN, any other new or existing firm/institution/company owned partially or fully by such Natural person or Owner or Board of director of blacklisted firm/institution/company; shall not be eligible consultant.

	<p>request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.</p> <p>12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts. The Consultant shall not include any additional conditions against the provisions specified in RFP, while extending the validity of its Proposal.</p> <p>12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.</p>
<b>b. Substitution of Key Experts at Validity Extension</b>	<p>12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.</p> <p>12.8 If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected.</p>
<b>c. Sub-Contracting</b>	<p>12.9 The Consultant shall not subcontract the whole of the Services unless otherwise indicated in the <b>Data Sheet</b>.</p>
<b>13. Clarification and Amendment of RFP</b>	<p>13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the <b>Data Sheet</b> before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the <b>Data Sheet</b>. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:</p> <p>13.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them. The shortlisted Consultants shall acknowledge receipt of all amendments in writing.</p> <p>13.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.</p> <p>13.1.3 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.</p>
<b>14. Preparation of Proposals – Specific Considerations</b>	<p>While preparing the Proposal, the Consultant must give particular attention to the following:</p> <p>14.1.1 If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if permitted in the <b>Data Sheet</b>. In all such cases a shortlisted Consultant must obtain the written approval of the Client prior to the submission of the Proposal. When associating with non-shortlisted firms in the form of a joint venture or a sub-consultancy, the shortlisted Consultant shall be a lead member.</p>

	<p>representative who has a written power of attorney signed by each member's authorized representative.</p> <p>17.4 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.</p> <p>17.5 The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the <b>Data Sheet</b>. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.</p> <p>17.6 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked "<b>TECHNICAL PROPOSAL</b>", "[Name of the Assignment]", reference number, name and address of the Consultant, and with a warning "<b>DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE].</b>"</p> <p>17.7 Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked "<b>FINANCIAL PROPOSAL</b>" followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning "<b>DO NOT OPEN WITH THE TECHNICAL PROPOSAL.</b>"</p> <p>17.8 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant's name and the address, and shall be clearly marked "<b>DO NOT OPEN BEFORE [insert the time and date of the submission deadline indicated in the Data Sheet]</b>".</p> <p>17.9 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal. For QCBS, FBS and LCS, if the Technical and Financial Proposals are not submitted in separate sealed envelopes as required, the Client shall reject the Proposal.</p> <p>The Proposal or its modifications must be sent to the address indicated in the Data Sheet and received by the Client no later than the deadline indicated in the Data Sheet, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.</p>
<p><b>18. Confidentiality</b></p>	<p>18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the letter of intent to accept the proposal has been issued to the selected Consultant.</p> <p>18.2 Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to the application of prevailing PPMO's blacklisting procedures.</p> <p>18.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of issuance of notification for opening of financial proposal or the Letter of Intent, if a consultant wishes to contact the Client on any matter related to the selection process, it should do so only in writing.</p>

	excluded from the evaluation, if public entity receives instruction from Government of Nepal.
<b>23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)</b>	<p>23.1 After the technical evaluation is completed and the DP has issued its no objection (if applicable), the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the Consultant's overall technical score) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing. The Client shall simultaneously notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should be at least 7 days for national shortlisting and 15 days for international shortlisting for attending the opening. The Consultant's attendance at the opening of the Financial Proposals is optional and is at the Consultant's choice.</p> <p>23.2 The Financial Proposals shall be opened by the Client's evaluation committee in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the following information will be recorded:</p> <ol style="list-style-type: none"> <li>Name and address,</li> <li>Proposed service charge,</li> <li>Discount offered, if any;</li> <li>Description of the discrepancies, if any, between figure and words,</li> <li>Whether the financial proposal is signed or not by authorized representative of consultant,</li> <li>If any matter or content of the financial proposal is effaced whether such efface is signed by the consultant or his/her representative or not and the details of the amount and the content effaced,</li> <li>Other necessary matters considered appropriate by the Public Entity</li> </ol> <p>23.3 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /Company or any partner of JV such firm's or JV proposal shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.</p>
<b>24. Correction of Errors</b>	24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.
<b>Time-Based Contracts</b>	24.1.1 If a Time-Based contract form is included in the RFP, the Client's evaluation committee will (a) correct any computational or arithmetical errors, (b) adjust the discount offered, if any, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's

	<p>of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.</p> <p>28.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.</p>
<b>b. Technical negotiations</b>	<p>28.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.</p>
<b>c. Financial negotiations</b>	<p>28.6 In the case of a Time-Based contract, where cost is a factor in the evaluation, unit rates negotiations for remuneration shall not take place. However, there may be negotiation on reimbursable expenses.</p> <p>28.7 If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.</p> <p>28.8 The format for (i) providing information on remuneration rates in the case of Quality Based Selection is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates.</p>
<b>29. Conclusion of Negotiations</b>	<p>29.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initiated by the Client and the Consultant's authorized representative.</p> <p>29.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. The Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.</p>
<b>30. Award of Contract</b>	<p>30.1 Pursuant to Clause 29.1 of this ITC, the consultant, with whom agreement is reached following negotiation, shall be selected for approval of his proposal and the Client shall notify its' intention to accept the proposal to the selected consultant and other short-listed consultants within 7 days of selection of the winning proposal.</p> <p>30.2 If the review application is not received by the Client pursuant to Clause 31.2 of this ITC then the proposal of the Consultant, selected as per Clause 30.1 of this ITC shall be accepted and the successful consultant shall be notified to come for signing the Agreement within 15 days.</p> <p>30.3 If the Consultant fails to sign an agreement pursuant to Clause 30.2 of this ITC, then the Client will invite the consultant whose proposal received the next highest score to negotiate a contract.</p> <p>30.4 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.</p> <p>30.5 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution</p>

	<ul style="list-style-type: none"> <li>e) participation of other prospective bidders.</li> <li>f) coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceedings,</li> <li>g) 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.</li> <li>h) 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</li> </ul>
<p><b>33. Blacklisting</b></p>	<p>33.1 Without prejudice to any other rights of the client 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:</p> <ul style="list-style-type: none"> <li>a) if it is proved that the consultant committed acts pursuant to the Clause 32.2 of the ITC,</li> <li>b) if the consultant fails to sign an agreement pursuant to Clause 30.2 of the ITC,</li> <li>c) if it is proved later that the consultant has committed substantial defect in implementation of the contract or has not substantially fulfilled his obligations under the contract or the completed assignment is not of the specified quality as per the contract,</li> <li>d) if convicted by a court of law in a criminal offence which disqualifies the firm from participating in the contract.</li> <li>e) if it is proved that the contract agreement signed by the Consultant was based on false or misrepresentation of consultant's qualification information,</li> <li>f) if the consultant fails to submit the professional liability insurance within the period stipulated in the contract.</li> </ul> <p>33.2 A Consultant declared blacklisted and ineligible by the GoN, Public Procurement Monitoring Office (PPMO) and/or DP Development Partner in case of DP funded project, shall be ineligible to participate or to be awarded a contract during the period of time determined by the GoN, PPMO and/or the DP Development Partner.</p> <p>The list of debarred firms is available at the electronic address specified in the <b>Data Sheet</b>.</p>






12.1	Proposals must remain valid for <b>45 calendar days</b> after the proposal submission deadline.
12.9	Sub-contracting is <b>not allowed</b> for the proposed assignment.
13.1	Clarifications may be requested no later than <b>7 (Seven)</b> days prior to the submission deadline. The contact information for requesting clarifications is: <b>Vidhyut Utpadan Company Limited, BPC Building, Buddhanagar, Kathmandu-10, Nepal</b> <b>Contact No.: 01-4798680</b> <b>Email: procurement@vucl.org</b>
14.1.1	Shortlisted Consultants may associate with: <b>Not Applicable</b> (a) non-shortlisted consultant(s) (b) other shortlisted Consultants
14.1.2	<b>Estimated total cost for the assignment:</b> <b>NRs. 22,72,241.67 with VAT and PS</b>
14.1.3 for time-based contracts only	<b>Not Applicable</b>
14.1.4 and 27.2 use for Fixed Budget method	<b>Not Applicable</b>
16.1	<i>The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall incorporate all costs associated with the assignment as listed below, including (a) remuneration for Key Experts and Non-Key Experts, (b) other expenses, (c) provisional sums</i> (1) <i>a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services;</i> (2) <i>cost of travel by the most appropriate means of transport and the most direct practicable route;</i> (3) <i>cost of office accommodation, communications including overheads and others;</i> (4) <i>cost of purchase or rent or freight of any equipment required to be provided by the Consultants;</i> (5) <i>cost of reports production (including printing) and delivering to the Client;</i> (6) <i>other allowances where applicable</i> <i>"The consultant shall include all the relevant costs in their financial proposal and shall not claim any extra compensation from the client."</i>
16.2	<b>Not Applicable</b>
16.3	Information on the Consultant's tax obligations in Nepal can be found at the Inland Revenue Department website: <a href="http://www.ird.gov.np">www.ird.gov.np</a>
16.4	The Financial Proposal shall be stated in the following currencies: <b>Nepalese Rupees</b>
<b>C. Submission, Opening and Evaluation</b>	
17.1	The Consultants <b>shall not</b> have the option of submitting their Proposals electronically. Only Physical submission is accepted.
17.5	The Consultant must submit: a) Technical Proposal: one (1) original and b) Financial Proposal: one (1) original.

The criterion will be evaluated for the preparation of the assignment and appropriateness and adequacy of the proposal under the sub criteria mentioned below:

**2.1 Understanding of TOR and identification of project specific issues - 5 points**

Evaluation will be based upon how best the consultant has understood the requirements and the tasks set out in terms of reference and has identified the project objectives and project specific issues.

**2.2 Approach and Methodology - 10 points**

Evaluation will be based upon appropriateness of the approach perceiving how best the project is to be developed, the methodology demonstrated by the overall breakdown of the services and listing with description of the necessary tasks and sub tasks along with statements emphasizing how the crucial activities will be carried out. Coverage of the pertinent issues and proposed solutions, clarity in approach, procedures, practicality and the demonstrated technical suitability along with institutional arrangements described under the following sub-criteria will be considered.

- a. Planning of the proposed study work - 4 points
- b. Field works for each of the components of the study - 4 points
- c. Planning, analysis, design and reporting of the proposed study - 2 points

**2.3 Comments on TOR to improve the performance for achieving the objectives - 2.5 points**

**2.4 Work plan and Manning Schedule - 2.5 points**

(Work plan and manning schedule hold 1.25 marks each)

**3. Qualification and Competency of the Proposed Team and the Key-staffs for the Assignment - 40 points**

The consultant team shall consist of personnel from various disciplines to provide an integrated service to the different areas of project activities. The estimated various professionals, whose CV's are to be evaluated, have been assigned the following weight:

S.N.	Professional Key Personnel	Weightage%
1.	Team Leader (MSc. In Highway / Transportation Engineering or equivalent)	40%
2.	Geologist / Engineering Geologist / Geotechnical Engineer (MSc. in Geo-Technical Engineering or Engineering Geology Engineering or equivalent)	20%
3.	Hydrologist (Master's Degree in Water Resource / Hydrology /Hydraulics Engineering or equivalent or equivalent)	10%
4.	Environmentalist / Forestry Specialist / Ecologist (MSc. In Environmental Engineering/Environment Science or equivalent)	10%
5.	Transport Economist / Sociologist (Masters in Sociology/Economy or equivalent)	10%
6.	Civil Engineer/Geomatics Engineer (Bachelor in Civil Engineering or equivalent)	10%
<b>Total =</b>		100%

The marks obtained by each expert will be multiplied respectively by the above weightages and totaled to determine the final score. The evaluation criteria to determine the relevance and adequacy of the individual proposed are set as described below:

**3.1 General Qualification - 20 points**

Education Qualification in relevant field of work:

- Master degree or equivalent 100 %
- Bachelor degree or equivalent 80 %

## SECTION 3. TECHNICAL PROPOSAL – STANDARD FORMS

### Form Tech-1: Technical Proposal Submission Form

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposals dated [Insert Date] and our Proposal. [Select appropriate wording depending on the selection method stated in the RFP: "We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope" or, if only a Technical Proposal is invited "We hereby are submitting our Proposal, which includes this Technical Proposal only in a sealed envelope."].

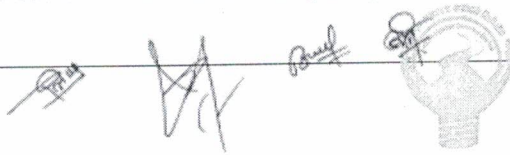
{If the Consultant is a joint venture, insert the following: We are submitting our Proposal in a joint venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}. We have attached a copy {insert: "of our letter of intent to form a joint venture" or, if a JV is already formed, "of the JV agreement"} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

OR

If the Consultant's Proposal includes Sub-consultants, insert the following: We are submitting our Proposal with the following firms as Sub-consultants: {Insert a list with full name and country of each Sub-consultant.}

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be blacklisted by the PPMO.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.1.
- (c) We have no conflict of interest in accordance with ITC 3 and we have not been punished for an offense relating to the concerned profession or business.
- (d) We meet the eligibility requirements as stated in ITC 6.
- (e) Neither we, nor our JV/associate partners/ sub-consultants or any of the proposed experts prepared the TOR for this consulting assignment.



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## Form Tech-2: Consultant's Organization and Experience

Form TECH-2: a brief description of the Consultant's organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant's Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant's role/involvement.

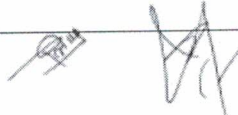

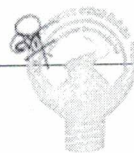
### A - Consultant's Organization

1. Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment.

### B - Consultant's Experience

1. List only previous similar assignments successfully completed in the last 7 (Seven) years.
2. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture partners. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so, requested by the Client.

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**Form Tech-3: Comments and Suggestions**

**(COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART STAFF,  
AND FACILITIES TO BE PROVIDED BY THE CLIENT)**

Form TECH-3: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Client, including: administrative support, office space, local transportation, equipment, data, etc.

**A - On the Terms of Reference**

{improvements to the Terms of Reference, if any}

**B - On Counterpart Staff and Facilities**

{Include comments on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any}

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**Form Tech-5: Work Schedule and Planning for Deliverables**

N°	Deliverables <sup>1</sup> (D-..)	Months												
		1	2	3	4	5	6	7	8	9	.....	n	TOTAL	
D-1	{e.g., Deliverable #1: Report A													
	1) data collection													
	2) drafting													
	3) inception report													
	4) incorporating comments													
	5).....													
	6) delivery of final report to Client}													
D-2	{e.g., Deliverable #2.....													

1. List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
2. Duration of activities shall be indicated in a form of a bar chart.
3. Include a legend, if necessary, to help read the chart






2. Months are counted from the start of the assignment/mobilization. <sup>3</sup> "Home" means work in the expert's place of residence. "Field" work means work carried out in the site.



Full time input



Part time input



Handwritten signature

Handwritten signature

Handwritten signature

Certification:

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

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

I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

\_\_\_\_\_

[Signature of expert]

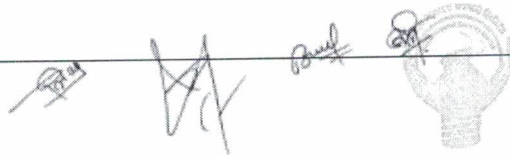
Date: \_\_  
Day/Month/Year

\_\_\_\_\_

[Signature of authorized representative of the firm]

Date: \_\_  
Day/Month/Year

Full name of authorized representative:

Handwritten signatures and stamps at the bottom of the page, including a circular official stamp.

**Form Fin-1: Financial Proposal Submission Form**

{Location, Date}

To: [Name and address of Client]

Dear Sir:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency(ies)} {Insert amount(s) in words and figures}, excluding Value Added Tax (VAT) *Clause 25.2 in the Data Sheet*. {Please note that all amounts shall be the same as in Form FIN-2}.

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. before the date indicated in Clause 12.1 of the Data Sheet.

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

We remain,

Yours sincerely,

Authorized Signature {In full}: \_  
Name and Title of Signatory: \_\_\_  
In the capacity of: \_\_\_\_  
Address: \_\_\_\_\_  
E-mail: \_\_\_\_\_

{For a joint venture, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached.}





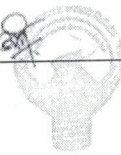
The bottom of the page features several handwritten signatures and a circular stamp. From left to right, there is a small signature, a larger signature, another signature, and a circular stamp that appears to be a company or organizational seal.

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## SECTION 5. ELIGIBLE COUNTRIES

For the purpose of **National** shortlisting eligible countries: **Nepal Only.**

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## SECTION 7. TERMS OF REFERENCE

### ToR for Consultancy Services for Feasibility Study and Detailed Engineering Survey, Design and Report Preparation of Road Realignment of Karnali Corridor at Kalikot:

#### 1.0 BACKGROUND

Government of Nepal intends to develop the hydropower potential of Nepal in an economically efficient and sustainable manner to meet the growing power demand in the country. Nepal government take initiation to establish the company to develop the different projects with different investors of Nepal in the model of public-private partnership to develop, build, own and operate large scale hydropower project. As a result, **Vidhyut Utpadan Company Limited (VUCL)** was established and registered in Ministry of Industry, Office of the Company Registrar, Government of Nepal, under the Companies Act 2006 AD. VUCL (herein after referred as "the Office") has been Promoting the Phukot Karnali PRoR HEP (480MW). PKHEP project area is located along the upper reaches of the Karnali River, in the middle mountainous region of Kalikot District. The site is about 680km west of Kathmandu, and falls in Karnali Province Nepal's federal structure. The project is upstream of the proposed Upper Karnali Hydroelectric Project.

The project area starts within 3km North-West from Manma, the district headquarters of Kalikot district. The proposed dam site is about 9km upstream of the confluence of the Karnali and the Tila River. The reservoir extends 11km further upstream. The project site is about 270km from Nepalgunj and is connected via the Karnali Highway. Nepalgunj can be accessed from Kathmandu via a 516km land route or alternatively, via an air route for about 55 minutes flight.

#### 2.0 Accessibility

The project area is accessible throughout the year via road as it lies in the close vicinity to the Humla-Karnali Highway. The project site can be reached from Kathmandu by road by following route:

Kathmandu to Mugling via the Prithvi Highway: 110.6 km, paved road

Mugling to Narayangadh via the Narayanghat-Mugling Highway: 35.7 km, paved road,

Narayangadh to Kohalpur via the East West Highway: 353.4 km, paved road

Kohalpur to Jitegada via the Ratna Rajmarg and Karnali Highway: 249 km, paved road

Jitegada to the Project Site via the Karnali Highway: 16 km, all weather road

The total distance between the Kathmandu and the project site is about 780 km.

Alternatively, it is also possible to fly to Nepalgunj from Kathmandu (about 55 mins) and travel via road to the project site via Nepalgunj-Kohalpur-Jitegada- Project Site (about 260 km). intends to utilize services of engineering consulting Consultants well experienced in the fields of survey and design of realignment roads, bridge engineering, river training works, environment aspects etc. for providing engineering consulting services for detailed project report preparation of proposed roads.

investigation works. After the desk study, the Consultant shall submit the inception report.

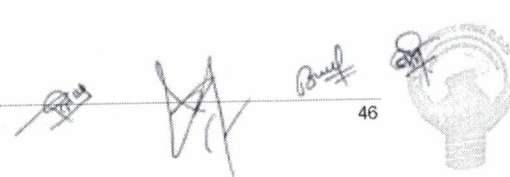
#### 4.2 Preliminary Site Visit

The Consultant shall perform preliminary site visit by a walk-over survey to get information about:

- Existing Road Condition
- Tentative road length as new road section

#### 4.3 Socio-economic studies of influence area with maps and sketches

- Demographic picture:
  - (a) Influenced population/economic activity of influenced population
  - (b) Structure of population
  - (c) Nature of migration and outside influx etc.
- Land use pattern:
  - (a) Wild life sanctuary
  - (b) Forest
  - (c) Production in influenced area and surplus in influenced area
  - (d) Settlement pattern etc.
  - (e) Individual land use
- Trade, Industry and Commerce (existing & planned):
  - (a) Local produces and other resources
  - (b) Export and import
  - (c) Major industries and cottage industries
  - (d) Market development
  - (e) Tourism potential etc.
  - (f) Major development works (hydro power project, irrigation project, other governmental/no-governmental development programs etc.)
- Health (existing & planned):
  - (a) Hospital
  - (b) Health post
  - (c) Ayurvedic clinic etc.
- Education (existing & planned):



traffic generating sources, based on the probable future development of the influence area on relevant factors, such as;

- (a) Population growth and changes in population distribution.
- (b) Regional economic growth.
- (c) Development of agriculture, forestry, mineral and other resources.

Anticipated domestic trade in agriculture and non-agriculture commodities. A second traffic forecast shall be made assuming that an appropriate accelerated development program within the zone of influence is undertaken by the Government.

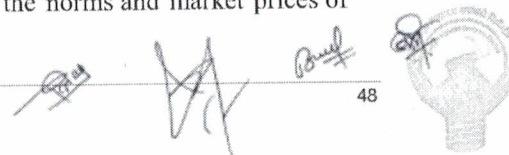
#### **4.5 Feasibility Study of New Road Section**

The preliminary engineering design shall establish the technical feasibility and initial cost estimate of viable alternatives. The following guidelines apply:

- Plans of each alternative may be expanded to show all the key components and their connections with one another.
- Typical cross-sections and details may be developed to demonstrate the technical feasibility of the project component and to enable a quick estimate of quantities.
- Key engineering calculations shall be carried out to prove technical feasibility.
- Any deviations from standards shall be identified. The implications and effects shall be discussed and agreed with stakeholders while comparing alternatives.
- The preliminary engineering design shall be in sufficient detail to permit costs to be estimated +/-25%.
- The preliminary engineering shall identify sources, suitability and costs of materials for construction. As a minimum it shall include a survey of materials sources in the project vicinity.
- Topographic survey of road corridor covering a width of 25m on either side of centerline will be carried out. Settlement and Land details (Private & Government Forest) with starting and end points. follow the forest policy 2079 and its third amendment 2082.
- Work carried out as per instructed in Objectives and Scope of Services.

Preliminary cost estimates shall be prepared based on the following:

- The quantities of the civil works shall be computed on the basis of the schematic plan, profiles and typical sections following standard methods of measurement.
- The rate analysis for civil engineering items shall follow the norms and market prices of



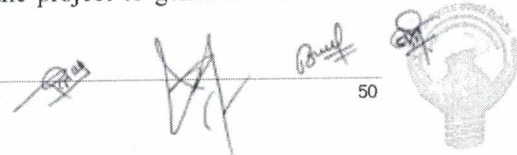
determined.

- The economic and financial analyses shall compare the benefits and costs of the project alternatives (the “with project” case) over the project life against projected conditions if no project were implemented (the “without project” case). Careful analysis is needed to define both cases.
- For economic analysis, nominal costs and benefits shall be converted to an economic basis by removing taxes and duties and applying shadow prices where appropriate.
- The construction cost, O&M cost, safety cost etc. shall be calculated over the construction and operating life of the project to generate the cost stream.
- Benefits shall be calculated over the operating life of the project to generate the benefit stream.
- Both cost and benefit streams shall be discounted and converted into present values using the discount rate specified by GoN.
- The economic indicators normally used to evaluate and compare alternatives shall be economic internal rate of return (EIRR), benefit-cost ratio (B/C), net present value (NPV) and incremental NPV.
- Where there shall be uncertainty on cost and benefit streams, sensitivity analyses shall be carried out for 25% increase in construction costs, 100% increase in maintenance cost, 20% reduction in user costs, 30% reduction in growth of benefits

#### Economic and Financial Analyses

The following guidelines shall be applied:

- The life of the proposed works, and the residual value at the end of the life, shall be determined.
- The economic and financial analyses shall compare the benefits and costs of the project alternatives (the “with project” case) over the project life against projected conditions if no project were implemented (the “without project” case). Careful analysis is needed to define both cases.
- For economic analysis, nominal costs and benefits shall be converted to an economic basis by removing taxes and duties and applying shadow prices where appropriate.
- The construction cost, O&M cost, safety cost etc. shall be calculated over the construction and operating life of the project to generate the cost stream.
- Benefits shall be calculated over the operating life of the project to generate the benefit stream.



- + Retaining and protection work requirements Survey
- + Land use Survey
- + The locations of settlements off the road structures electric poles, streams, and water taps within the area of the plan.
- Construction Materials Survey
  - + Identification of potential sources (query sites, min 2 site)
  - + Investigation of existing road materials on sites.

The Consultant shall perform the 2 set of Los Angles Abrasion Test and Impact value test of the potential quarry material proposed for sub-base, base and chips.

- Geological and Geotechnical Survey
  - + General geology of the region, project area and the proposed road corridor shall be described and a geological map of the area be presented along with identification of major features, pertinent to the project.
  - + Nature, type and structure and surface soil of the area need to be clearly identified and further required investigations listed.
  - + Whenever applicable, slope stability analyses of the representative site need to be carried out and the finding and recommendation be given
  - + The location of debris flow and other possible obstruction to the road alignment.
  - + For existing road section, the Consultant shall perform DCP test of existing subgrade at 500m interval.
- Hydrological and Meteorological Studies
  - + All relevant meteorological (Rainfall and Temperature) data and recommendation shall be presented.
  - + Study of the river and river system: The river system of the area shall be described in the report. Preferably a river system map of the catchment's area and beyond (whenever applicable) shall be produced.
  - + At least one cross-section of river at each crossing shall be produced. In the cross section all bed and bank characteristics shall be mentioned.
  - + Assessment of flood pattern and preliminary estimation of discharges shall be carried out. Similarly, expected HFL shall be fixed as far as applicable



standard methods and recommendation can be done for any other wearing course if required.

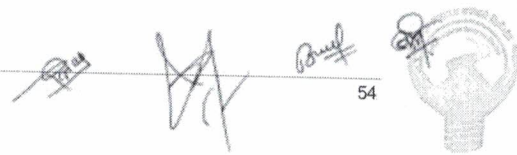
- Design of appropriate road side structures and facilities
- Design of road safety facilities and structures.

#### Engineering Drawings Details

The Consultant will prepare the following plans and working drawings on suitable reports material using the format and title sheets as required by the engineer in charge.

- + Locality map (sometimes called a "key map") showing the location of the works in relation to the region/district/municipality/VDC commonly at a scale of 1:2,500,000.
- + Site plan (sometimes called "index map") showing the project and its immediate neighborhood including the important physical features such as hills, rivers, tracks, etc. It may be to a scale of 1:50,000. The locality map and site plan are commonly drawn on a single sheet.
- + Map showing complete alignment with Kilometer, names of area, land use, village, VDC, municipalities, name of natural drainage etc.
- + Location Map showing linkage of the road with surrounding road network.
- + Map showing survey and design status of the complete road, intersection points, Benchmarks and other references points.
- + Plan with Topographical Map, Profile (Longitudinal Section) and Cross- Section in the following Scale.
  - Plan - 1:1000
  - Horizontal Profile - 1:1000
  - Vertical Profile - 1:200
  - Cross Section - 1: 200
- + Plans and profile of the road shall contain contour along with details of geometry viz. horizontal alignment with coordinates of IP, deflection angle, IP to IP distances, Chainage of IP, curve data etc. names of VDC or municipalities, forest, land use pattern, cross drainage structure, retaining and protection structure required or as directed by Engineer in charge.
- + Standard charts of mentioned cross drainage structures, retaining/Brest wall and protection works, side drain, typical cross section of the road according to types of soil, passing zone (if provided), hairpin bend (If provided)

#### 4.7.4 Preparation of Engineering Cost Estimate



- Estimated duration of each of the task/activity
- Definition of task dependency relations
- Assignment of lead and lags on such dependencies
- Built in slack
- Identification of critical and near-critical paths.

The critical path network shall be drawn indicating all the tasks along with their durations and floats and highlighting the critical path.

#### 4.7.7 Development of Project Objectives and Scope

The development of the project objectives shall be based on the sector policies of GoN requirements. Usually, a single principal objective shall be stated with a number of specific sub-objectives. A logical framework approach shall be used to develop the goals and objectives for the project. While developing the objectives of the project, it is useful to refer to ex-post evaluation reports of similar projects in order to benefit from the lessons learned and recommendations coming out of earlier projects. The policy statement of the NPC states that “all proposals for all new development projects funded by foreign donor agencies and all central level development projects funded by GoN shall include a logical framework from the beginning of fiscal year 2000/2001”. An example of the proposed logical framework is presented below:

Project Title			
Narrative Summary	Indicators (OVI)	Means of Verification (MOV)	Key Assumptions
Goal:			
Purpose:			
Outputs:			
Activities:			
Inputs:			

The key elements of the logical framework approach are briefly discussed below:

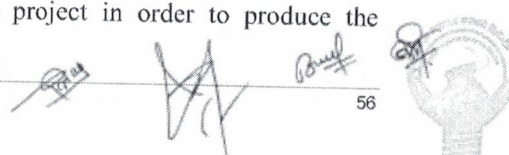
**Goal:** The ultimate goal or rationale of the project to which the specific project will contribute.

The goal may be sectoral or area specific.

**Purpose:** The immediate objectives of the project. It is recommended that each project component shall have only one primary objective.

**Outputs:** The specific result to be produced by each project component i.e. the project “deliverables”.

**Activities:** The activities that have to be undertaken by the project in order to produce the outputs.



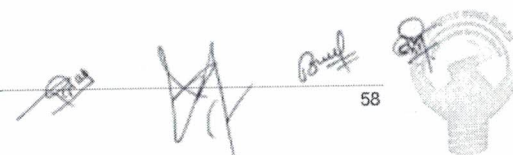
#### 4. REPORT OBLIGATIONS

The whole work shall be completed within time frame as mentioned below follows

S. N.	Particulars	Time required		Remarks
		Up to 20 KM	20 to 50 KM	
1	Desk study	1 weeks	2 weeks	
2	Field works	6 weeks	6 weeks	
3	Phase A report submission	4 weeks	4 weeks	
4	Phase B report submission with Completed field works	6 weeks	6 weeks	
5	Final Report submission	3 weeks	3 weeks	
	Total time from the date of signing the agreement	20 weeks	21 weeks	

The Consultant shall submit the following reports in English.






- (a) Two copies of Field Visit Report/Reconnaissance Survey Report;
- (b) Two copies of Report of Phase A;
- (c) Two copies of draft report Phase B;
- (d) Four copies of final report with original photos and maps all colored.
- (e) Electronic Copy of all reports.



**Part II**

**SECTION 8. CONDITION OF CONTRACT AND CONTRACT FORMS**

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## II. GENERAL CONDITIONS OF CONTRACT

<b>A. General Provisions</b>	
<b>1. Definitions</b>	<p>1.1 Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <ul style="list-style-type: none"> <li>a "Applicable Guidelines" means the policies of the Development Partner (DP) governing the selection and Contract award process, in case of DP funded project.</li> <li>b "Applicable Law" means the laws and any other instruments having the force of law in Nepal as they may be issued and in force from time to time.</li> <li>c "Borrower [or Recipient or Beneficiary]" means the Government, Government agency or other entity that signs the financing [or loan/grant/project] agreement with the Development Partner.</li> <li>d "Client" means [procuring entity/the implementing/ executing] agency that signs the Contract for the Services with the Selected Consultant.</li> <li>e "Consultant" means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.</li> <li>f "Contract" means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).</li> <li>g "Day" means a working day unless indicated otherwise.</li> <li>h "Development Partner (DP)" means the country/institution funding the project as specified in the SCC.</li> <li>i "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.</li> <li>j "Experts" means, collectively, Key Experts, Non-Key Experts or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.</li> <li>k "Foreign Currency" means any currency other than the currency of the Client's country.</li> <li>l "GCC" means these General Conditions of Contract.</li> <li>m "Government" means the government of Nepal (GoN).</li> <li>n "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.</li> <li>o "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant's proposal.</li> <li>p "Local Currency" means the currency of Nepal (NPR).</li> <li>q Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.</li> <li>r "Party" means the Client or the Consultant, as the case may be, and "Parties" means both of them.</li> </ul>

	the commission, gratuity or fee. Failure to disclose such commissions and gratuities may result in termination of the Contract.
<b>B. Commencement, Completion, Modification and Termination of Contract</b>	
<b>11. Effectiveness of Contract</b>	11.1 This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the <b>SCC</b> have been met.
<b>12. Termination of Contract for Failure to Become Effective</b>	12.1 If this Contract has not become effective within such time period after the date of Contract signature as specified in the <b>SCC</b> , either Party may, by not less than thirty (30) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
<b>13. Commencement of Services</b>	13.1 The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the <b>SCC</b> .
<b>14. Expiration of Contract</b>	14.1 Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the <b>SCC</b> or such other time period as the Parties may agree in writing.
<b>15. Entire Agreement</b>	15.1 This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
<b>16. Modifications or Variations</b>	16.1 Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
<b>17. Force Majeure</b>	
<b>a. Definition</b>	<p>17.1 For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action, confiscation or any other action by Government agencies.</p> <p>17.2 Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.</p> <p>17.3 Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.</p>
<b>b. No Breach of Contract</b>	17.4 The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due

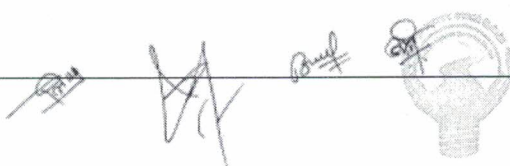
	<ul style="list-style-type: none"> <li>a. If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing;</li> <li>b. If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;</li> <li>c. If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 48.1;</li> <li>d. If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;</li> <li>e. If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;</li> <li>f. If the Consultant fails to furnish the professional liability insurance within 30 days from the date of signing of the contract agreement.</li> </ul> <p>19.1.2 Furthermore, if the Client determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive [or obstructive] practices, in competing for or in executing the Contract, then the Client may, after giving fifteen (15) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.</p>
<p><b>b. By the Consultant</b></p>	<p>19.1.3 The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.</p> <ul style="list-style-type: none"> <li>a. If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 48.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.</li> <li>b. If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.</li> <li>c. If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 48.1.</li> <li>d. If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.</li> </ul>
<p><b>c. Cessation of Rights and Obligations</b></p>	<p>19.1.4 Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 23, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 26, and (iv) any right which a Party may have under the Applicable Law.</p>
<p><b>d. Cessation of Services</b></p>	<p>19.1.5 Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner</p>

*[Handwritten signatures and initials are present at the bottom of the page, including a large signature and several initials.]*

	<p>similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.</p> <p>21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with any applicable procurement guidelines as per the prevailing Public Procurement Act and Regulations of the GoN (or of the Donors/funding agencies) and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.</p>
<p><b>b. Consultant and Affiliates Not to Engage in Certain Activities</b></p>	<p>21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, 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.</p>
<p><b>c. Prohibition of Conflicting Activities</b></p>	<p>21.1.4 The Consultant shall not engage, and shall cause their Personnel as well as its Sub-consultants and their Personnel not to engage, either directly or indirectly, in any of the following activities:</p> <ul style="list-style-type: none"> <li>a. during the term of this Contract, any business or professional activities in Nepal which would conflict with the activities assigned to them under this Contract; and</li> <li>b. after the termination of this Contract, such other activities as may be specified in the SCC</li> </ul>
<p><b>d. Strict Duty to Disclose Conflicting Activities</b></p>	<p>21.1.5 The Consultant has an obligation and shall ensure that its Personnel and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the termination of its Contract.</p>
<p><b>22. Conduct of Consultants</b></p>	<p>22.1 The Consultant shall be responsible to fulfill his obligations as per the requirement of the Contract Agreement, RFP documents and GoN's Procurement Act and Regulations.</p> <p>22.2 The consultant shall not carry out or cause to carry out the following acts with an intention to influence the implementation of the procurement process or the contract agreement:</p> <ul style="list-style-type: none"> <li>i give or propose improper inducement directly or indirectly,</li> <li>ii distortion or misrepresentation of facts</li> <li>iii engaging or being involved in corrupt or fraudulent practice</li> <li>iv Interference in participation of other prospective consultants.</li> <li>v coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceedings,</li> <li>vi 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.</li> <li>vii 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 then notification of award of contract</li> </ul>

<p><b>29. Equipment, Vehicles and Materials</b></p>	<p>29.1 Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.</p> <p>29.2 Any equipment or materials brought by the Consultant or its Experts into the Client's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.</p>
<p><b>D. Consultant's Experts and Sub-Consultants</b></p>	
<p><b>30. Description of Key Experts</b></p>	<p>30.1 The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Consultant's Key Experts are described in <b>Appendix B</b>.</p>
<p><b>31. Replacement of Key Experts</b></p>	<p>31.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.</p> <p>31.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.</p>
<p><b>32. Removal of Experts or Sub-consultants</b></p>	<p>32.1 If the Client finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determine that Consultant's Expert of Sub-consultant have engaged in corrupt, fraudulent, collusive, coercive <i>[or obstructive]</i> practice while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.</p> <p>32.2 In the event that any of Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.</p> <p>32.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.</p> <p>32.4 The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.</p>
<p><b>E. Obligations of the Clients</b></p>	
<p><b>33. Assistance and Exemptions</b></p>	<p>33.1 Unless otherwise specified in the <b>SCC</b>, the Client shall use its best efforts to:</p> <ul style="list-style-type: none"> <li>a. Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.</li> <li>b. Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.</li> </ul>





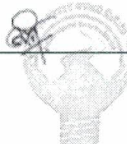
	replacement of such member, and the Client shall not unreasonably refuse to act upon such request.
<b>38. Payment Obligation</b>	38.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant for the deliverables specified in <b>Appendix A</b> and in such manner as is provided by GCC F below.
<b>F. Payments to the Consultant</b>	
<b>39. Contract Price</b>	39.1 The Contract price is fixed and is set forth in the <b>SCC</b> . The Contract price breakdown is provided in <b>Appendix C</b> . 39.2 Any change to the Contract price specified in Clause 39.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in <b>Appendix A</b> .
<b>40. Taxes and Duties</b>	40.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract.
<b>41. Currency of Payment</b>	41.1 Any payment under this Contract shall be made in the currency (ies) specified in the <b>SCC</b> .
<b>42. Mode of Billing and Payment</b>	42.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 39.1. 42.1.1 The payments under this Contract shall be made in lump-sum instalments against deliverables specified in Appendix A. The payments will be made according to the payment schedule stated in the SCC. 42.1.2 Advance payment: Unless otherwise indicated in the SCC, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the SCC. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in Appendix D, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal portions against the lump-sum instalments specified in the SCC until said advance payments have been fully set off. 42.1.3 The Lump-Sum Instalment Payments. The Client shall pay the Consultant within sixty (60) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum instalment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. 42.1.4 The Final Payment. The final payment under this Clause shall be made only after the final report I have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the Client. The last lump-sum instalment shall be deemed approved for payment by the Client within ninety (90) calendar days after receipt of the final report by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.



	<ul style="list-style-type: none"><li>a. if it is proved that the consultant committed acts pursuant to GCC 22.2,</li><li>b. if the Consultant fails to sign an agreement pursuant to Information to Consultants Clause 29.3,</li><li>c. if it is proved later that the Consultant has committed substantial defect in implementation of the contract or has not substantially fulfilled his obligations under the contract or the completed work is not of the specified quality as per the contract,</li><li>d. if convicted by a court of law in a criminal offence which disqualifies the consultant from participating in the assignment.</li><li>e. if it is proved that the contract agreement signed by the Consultant was based on false or misrepresentation of consultant's qualification information,</li><li>f. if the consultant fails to submit the professional liability insurance within the period stipulated in the contract.</li></ul> <p>49.2 A Consultant declared blacklisted and ineligible by the public procurement Office, and or concerned Donor Agency in case of donor funded project, shall be ineligible to participation the selection process during the period of time determined by the PPMO, and or the concerned donor agency.</p>
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28.2	The Consultant shall not use these <i>documents</i> for purposes unrelated to this Contract without the prior written approval of the Client.
39.1	The Contract price is: <b>As per Memorandum of Agreement</b> VAT chargeable in respect of this Contract for the Services provided by the Consultant shall <b>be paid</b> by the Client to the Consultant as per Government of Nepal's Rule.
42.2	The payment schedule: <ul style="list-style-type: none"> <li>a. <b>20%</b> of the Contract amount shall be done after submission and approval of Inception Report.</li> <li>b. <b>30%</b> of the Contract amount shall be done after submission and approval of Phase A Report.</li> <li>c. <b>30%</b> of the Contract amount shall be done after submission of Draft Phase B Report.</li> <li>d. Remaining <b>20%</b> of the Contract amount shall be done after submission and acceptance of Final Report(Phase B) by DoR and returning all the documents, maps and reports, if borrowed from the DoR.</li> </ul>
42.2.1	<b>Not Applicable</b>
42.2.4	The accounts are: for local currency: Nepalese Currency
43.1	The proportion of payments retained is: <b>0 % (0 Percent)</b>
44.1	The interest rate is: <b>Not Applicable</b>
45.1	The liquidated damage is <b>0.05% per day</b> The maximum amount of liquidated damages is: <b>10%</b> of the sum stated in the Agreement.
48.	(b) Contracts with domestic consultants: Arbitration shall be conducted in accordance with Nepal Arbitration Act

**Vidhyut Utpadan Company Limited**  
Buddhanagar, Kathmandu  
**BILL OF QUANTITIES**

Name of Project: Phukot Karnali ProR Hydro Electric Project (480MW), Kalikot  
Name of Consulting Services: Detailed Project Report (DPR) Preparation of Realignment of Karnali Corridor due to Inundation in PKHEP.  
Location/Chainage: 10+000 to 25+000 Karnali Corridor Road as per DoR reference (as provided by DoR)  
F/Y: 2082/083  
**Total Length of road (in km):** (15km) (Final Road length may vary after approval of Feasibility report from DoR, NSTRIDP)

SN	Description of Works	Unit	QTY	Rate (NRs.)	Rate in Words (NRs.)	Approx. KM	Amount (NRs.)	District: Kalikot	Remarks
<b>A.</b>	<b>Feasibility Study and Detailed Engineering Survey, Design and Report Preparation of Road Realignment of Karnali Corridor at Kalikot</b>								
1	Feasibility Study for Road realignment map/Location Provided by Client and submit to DoR as Per ToR.	KM	1.00			15.00			Final Road length shall be fixed after approval of Feasibility report from DoR, NSTRIDP.
2	After Finalization the Alignment from DoR then Preparation and Submission of DPR for Approval as per ToR.	KM	1.00			15.00			
<b>B.</b>	<b>Provisional sum for Unforeseen works, visit, meeting expenses, PLI if required as approval from</b>	PS	1.00	150,000.00	One lakh fifty thousand rupees only	1.00	150,000.00		without VAT
C.	Sub Total (A+B)								
D.	VAT @ 13% of Sub Total								
E.	Grand Total								

Authorized Representative of Firm:

Name:

Signature:

Office Seal:

Date: