

STANDARD PROCUREMENT DOCUMENT

Procurement of Consulting Services' Direct Purchase

[For Assignments of value up to 0.15 Million]

Issued by:
Government of Nepal
Public Procurement Monitoring Office
Singha Durbar, Kathmandu

January 2009

Table of Contents

Section 1. Letter of Invitation	2
Section 2.Format of Curriculum Vitae	3
Section 3. Financial Proposal Submission Form	4
Section 4. Terms of Reference	5
Section 5: Standard Form of Contract.....	6
List of Annexes	10

Section 1. Letter of Invitation

Government of Nepal
[Name of Client]

Date:
Name of Project:
Name of Contract:

1. The *[Name of Client]* invites proposals to provide the following consulting services: *[insert: short description of objectives and scope of the assignment]*. More details on the services are provided in the attached Terms of Reference (TOR).
2. The consultant shall be selected and engaged on the basis of required experience and qualifications specified in the TOR and the consultants Financial Proposal.
3. The Request for Proposal (RFP) has been addressed to the following Shortlisted consultants:
[insert list if applicable other wise delete this clause]
4. You are invited to submit a Proposal for the services under the TOR to : ***[name and address of Client's official]***
5. Your Proposal should be submitted in *[insert No]* copies and the deadline for submission is: ***[insert date and time]***
6. Clarification on the RFP may be obtained from: ***[name of Client's official, address, telephone, fax and email]***
7. Your Proposal must remain valid _____ days after the submission date, i.e., until:.....
8. The assignment is expected to commence on ***[Insert date]*** at ***[Insert location]***:
9. The RFP includes the following documents:
 - Section 1 - Letter of Invitation
 - Section 2 - Format of Curriculum Vitae (CV) for Proposed Professional Staff
 - Section 3 - Financial Proposal - Standard Forms
 - Section 4 - Terms of Reference
 - Section 5 - Standard Form of Contract.
10. Please inform us, upon receipt:
 - (a) that you received the letter of invitation; and
 - (b) whether you will submit a proposal

Yours sincerely,

[insert: Signature, name, and title of Client's representative]

Section 2.Format of Curriculum Vitae

Key Qualifications:

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

Education:

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

Employment Record:

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

Languages:

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

Certification:

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

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

Full name of staff member: _____

Full name of authorized representative: _____

Seal / Stamp of the Consultant/Firm:

Section 3. Financial Proposal Submission Form

[Letterhead of Consultant in case of a Firm]

To: [Name and address of Client]

We, the undersigned, offer to provide the consulting services for [Title of consulting services] in accordance with your Request for Proposal dated [Date] and our Proposal. Our attached Financial Proposal is for the sum of [Amount in words and figures]. This amount is inclusive of all the applicable local taxes(excluding Value Added Tax).

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e., [Date].

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

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Consultant:

Address:

Section 4. Terms of Reference

[Terms of Reference normally contain the following sections:

- a. Background,*
- b. Objectives,*
- c. Scope of the Services,*
- d. Staff inputs*
- e. Training (when appropriate),*
- f. Reports and Time Schedule, and*
- g.) Data, Local Services, and Facilities to be provided by the Client]*

Section 5:

STANDARD FORM OF CONTRACT

Consultants' Services (Direct Purchase)

Title of Consulting Services *[insert: title]*

Project Name: *[insert: project name]*

Office Name: *[insert: Office Name]*

Office Address: *[insert: Office Address]*

Sample Contract for Consulting Services
Direct Purchase Assignments
Lump-Sum Payments

CONTRACT

THIS CONTRACT ("**Contract**") is entered into this **[insert starting date of assignment]**, by and between **[insert Client's name]** ("**the Client**") having its principal place of business at **[insert Client's address]**, and **[insert Consultant's name]** ("**the Consultant**") having its principal office located at **[insert Consultant's address]**.

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

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. **Services**
 - a. The Consultant shall perform the services specified in Annex A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract ("the Services").
 - b. The Consultant shall provide the personnel listed in Annex B, "Consultant's Personnel," to perform the Services.
 - c. The Consultant shall submit to the Client the reports in the form and within the time periods specified in Annex C, "Consultant's Reporting Obligations."

2. **Term**

The Consultant shall perform the Services during the period commencing **[insert starting date]** and continuing through **[insert completion date]**, or any other period as may be subsequently agreed by the parties in writing.

3. **Payment**
 - A. **Ceiling**

For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed **[insert amount]**. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

- B. **Schedule of Payments**

The schedule of payments is specified below:¹

[insert amount Nepali Currency] upon the Client's receipt of a copy of this Contract signed by the Consultant;

[insert amount in Nepali currency] upon the Client's receipt of the draft report, acceptable to the Client; and

[insert amount in Nepali currency] upon the Client's receipt of the final report, acceptable to the Client.

[insert amount and currency] Total:

¹ Modify, in order to reflect the output required, as described in Annex C.

- C. Payment Conditions
- Payment shall be made in Nepali Rupees, no later than 15 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in paragraph 4.
- 4. Project Administration**
- A. Coordinator.
- The Client designates Mr. /Ms. *[insert name]* as Client's Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for the payment.
- B. Reports.
- The reports listed in Annex C, "Consultant's Reporting Obligations," shall be submitted in the course of the assignment, and will constitute the basis for the payments to be made under paragraph 3.
- 5. Performance Standards**
- The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.
- 6. Confidentiality**
- The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.
- 7. Ownership of Material**
- Any studies reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.²
- 8. Consultant Not to be Engaged in Certain Activities**
- The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
- 9. Responsibility**
- The Consultant shall be responsible to fulfil his obligations as per the requirement of the Contract Agreement, RFP documents and Procurement Act and Regulations.
- 10. Insurance**
- The Consultant will be responsible for taking out any appropriate insurance coverage.
- 11. Assignment**
- The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.

² Restrictions about the future use of these documents and software, if any, shall be specified at the end of Article 7.

12. Law Governing Contract and Language

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

12. Dispute Resolution

Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication.

FOR THE CLIENT

FOR THE CONSULTANT

Signed by _____

Signed by _____

Title: _____

Title: _____

List of Annexes

Annex A: Terms of Reference and Scope of Services

Annex B: Consultant's Personnel

Annex C: Consultant's Reporting Obligations

Annex A - Terms of Reference

[Terms of Reference normally contain the following sections:

- h. Background,*
- i. Objectives,*
- j. Scope of the Services,*
- k. Staff inputs*
- l. Training (when appropriate),*
- m. Reports and Time Schedule, and*
- n.) Data, Local Services, and Facilities to be provided by the Client.]*

Annex B – Consultant’s Personnel

Titles [and names, if already available], detailed job descriptions and minimum qualifications of Key Personnel to be assigned to work and staff-months for each.

Annex C – Consultant’s Reporting Obligation

List format, frequency, and contents of reports; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here “Not applicable.”