

Department of Roads

## **Maintenance Branch**

(Date: 2074-3-01)

Notice No.: 04/073/074

### **Request for Proposals (RFPs)**

It is hereby notified to all the concerned following consulting firms for RFP to conduct the " **Detail Engineering Survey, Design and Estimation of Department of Road Central Building at Min Bhawan, Kathmandu** " .

#### **Name of the Firms**

**M/s EASTWEST-FUJI-FULLBRIGHT JV**

**M/s MULTI-MEH-CIAS JV**

**M/s ANNA-ITECO-HEC JV**

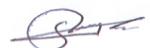
**M/s TAEC**

**M/s BDA-GOEC-GIDA JV**

**M/s Shah Consultant**

RFP can be obtained from Department of Roads, Maintenance Branch, Chakupat upon submission of a written application within 17:00 hours on or before 2074-04-01. The RFP document shall be submitted in a sealed envelope consisting of two separate envelopes for Technical & Financial proposals respectively and must be delivered to Department of Roads, Maintenance Branch, Chakupat on or before 12:00 hours of 2074-04-02. Documents received after this deadline shall not be accepted. The technical proposal shall be opened on 2074-04-02 at 13:00 pm. In case the last date of submission of the RFP happens to be a public holiday, the next working day shall be considered as the last date.

Deputy Director General



Government of Nepal  
Ministry of Physical Infrastructure and Transport  
**Department Of Roads**  
**Maintenance Branch**  
Chakupat, Lalitpur

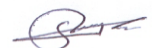
## **Request for Proposals**

### **National Competitive Bidding**

**Detail Engineering Survey, Design and Estimation of  
Department of Road Central Building at Min Bhawan,  
Kathmandu**

**Contract No. 2-2073/74**

2074



## Section 1. Letter of Invitation

Chakupat, Lalitpur  
Jyestha, 2074

Dear Consultants,

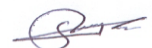
1. Maintenance Branch, Chakupat, Lalitpur has allocated fund for " **Preparation of Master Plan, Soil Investigation works, Engineering Design, Architectural drawings and Cost Estimation of Department of Roads central office Building** " toward the cost of and intends to apply a portion of this fund to eligible payments under this Contract.

Maintenance Branch, Chakupat, Lalitpur now invites proposals to provide the following consulting services:

### OUTPUT EXPECTED

2. It is expected to prepare and submit clear and concise working drawings along with the reports making three volumes as following.
  - Volume 1 - Along with topographical Survey, requirement analysis, calculations and instructions etc for Architecture and Engineering designs
  - Volume 2 - Detailed Soil Investigation Report of the Proposed Site
  - Volume 3 - Quantity, Cost estimates, Bill of quantities and specifications
  - Volume 4 - Working drawings as specified in following section.
3. More details on the services to be provided are in the attached Terms of Reference.
4. A consultant will be selected under Quality & Cost Based Selection (QCBS) and procedures described in this RFP.
5. The RFP includes the following documents:
  - Section 1 - Letter of Invitation
  - Section 2 - Information to Consultants Section
  - Section 3 - Technical Proposal -Standard Forms Section
  - Section 4 - Financial Proposal - Standard Forms
  - Section 5 -Terms of Reference
  - Section 6 - Standard Forms of Contract.
6. Please inform us, upon receipt:
  - (a) That you received the letter of invitation; and
  - (b) Whether you will submit a proposal.

Diputy Director General



## Section 2. Information to Consultants

### 1. Introduction

1.1 The Client named in the Data Sheet will select a consultant among those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.

1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, for services as specified in the Data Sheet. The proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected consultant.

1.3 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first hand information on the assignment and on the local conditions, consultants are encouraged to visit the Client before submitting a proposal and are advised to attend a pre-proposal conference if one is specified in the Data Sheet.

1.4 The Client will provide the inputs specified in the Data Sheet, assist the consultant in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.

1.5 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.

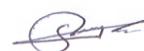
1.6 GoN (or Donor Agency) policy requires that consultants provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.

1.7.1 Without limitation on the generality of this rule, consultants shall not be hired under the circumstances set forth below:

- a. A consultant, which has been engaged by the Client to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing consulting services for the same project. Conversely, consultants hired to provide consulting services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the consultant's earlier consulting services) for the same project.
- b. Consultants or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the consultants.

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

1.8 It is the GoN's policy to require its implementing agencies, as well as consultants under GoN (or Donor Agency) financed contracts, to observe the highest standard of ethics during the selection and execution of such contracts.



In pursuance of this policy, the GoN:

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

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

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

## **2. Clarification and Amendment of RFP Documents**

2.1 Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile, or electronic mail to the Client’s address indicated in the Data Sheet. The Client will respond by cable, telex, facsimile, or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.

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

## **3. Preparation of Proposal**

### **Technical Proposal**

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

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



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

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

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

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

3.5 The Technical Proposal shall not include any financial information.



## **Financial Proposal**

3.6 In preparing the Financial Proposal (FP), consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section 4). It lists all costs associated with the assignment, including (a) remuneration for staff (, in the field and at headquarters), and (b) reimbursable expenses such as subsistence (per diem, housing), transportation (mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, communication (Telephone, Fax etc.) surveys, and training, if it is a major component of the assignment. If appropriate, these costs should be broken down by activity.

3.7 The Financial Proposal should include all duties, taxes and other levies, and other charges imposed under the applicable law payable by the Consultant under the Contract or for any other cause.

3.8 Consultants shall express the price of their services in Nepalese Rupees.

3.9 The Data Sheet indicates the required validity period of the proposals. During this period, the consultant is expected to keep available the professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants who do not agree have the right not to extend the validity of their proposals.

## **4. Submission, Receipt, and Opening of Proposals**

4.1 The original proposal (TP and FP) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the consultant itself. Any such corrections must be initialed by the persons or person who sign(s) the proposals.

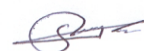
4.2 An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal.

4.3 For each proposal, the consultants shall prepare the number of copies indicated in the Data Sheet. Each Technical Proposal and Financial Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original governs.

4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "Technical Proposal," and the original and all copies of the Financial Proposal in a sealed envelope clearly marked "FINANCIAL PROPOSAL" and warning: "DO NOT OPEN WITH THE TECHNICAL PROPOSAL." Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Data Sheet and be clearly marked, "DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE."

4.5 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Data Sheet. Any proposal received after the closing time for submission of proposals shall be returned unopened.

4.6 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the evaluation committee. The Financial Proposal shall remain sealed and deposited with the Client's Procurement Unit until all submitted proposals are opened publicly.



## 5. Proposal Evaluation

### General

5.1 From the time the bids are opened to the time the contract is awarded, if any consultant wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the consultant to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the consultant's proposal.

5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, is concluded.

### Evaluation of Technical Proposals (QCBS,QBS,FBS, LCBS))

5.3 The evaluation committee, appointed by the Client as a whole, and each of its members individually, evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria and point system specified in the Data Sheet. The evaluation committee shall compute the score obtained by each proposal by taking the average of the scores given by each member to the particular proposal. Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

5.4 In the case of Quality-Based Selection, the highest ranked consultant is invited to negotiate its proposal and the contract on the basis of the Technical Proposal and the Financial Proposal submitted in accordance with the instructions given in para. 1.2 and the Data Sheet.

### Public Opening and Evaluation of Financial Proposals (CBS Only)

5.5. The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant and the proposed prices shall be read aloud and recorded. The Client shall prepare minutes of the public opening.

### Public Opening and Evaluation of Financial Proposals (QCBS , FBS,LCBS)

5.6 After the evaluation of quality is completed, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify the consultants that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The opening date shall be 7 after the notification date. The notification may be sent by registered letter, cable, telex, facsimile, or electronic mail.

5.7 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the technical scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.

5.8 The evaluation committee will determine whether the Financial Proposals are complete (i.e., whether they have costed all items of the corresponding Technical Proposals; if not, the Client will cost them and add their cost to the initial price), correct any computational errors.

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

5.10 In case of Least Cost Based Selection (LCBS), the consultant's proposal which





has scored the minimum pass mark in the Technical proposal and is of the least cost in the financial proposal shall be invited for negotiation.

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

## 6. Negotiations

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

6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the consultant to improve the Terms of Reference. The Client and consultant will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the contract. Special attention will be paid to getting the most the consultant can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.

6.3 Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates in the cases of QCBS methods. For QBS, the consultant should provide the information on remuneration rates described in the Appendix to this information.

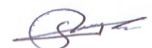
6.4 Having selected the consultant on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If substitution is considered then the proposed alternative candidate shall be evaluated as per the original criteria. The qualification and experience of the substitute candidate shall equal to or higher than the originally proposed candidate. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the consultant may be disqualified.

6.5 The negotiations will conclude with a review of the draft form of the contract. . If negotiations fail, the Client will invite the consultant whose proposal received the second highest score to negotiate a Contract.

## 7. Award of Contract

7.1 Pursuant to Sub-Clause 6.5, the consultant, with whom agreement is reached following negotiation, shall be selected for approval of his proposal and the Client shall notify it's intention to accept the proposal to the selected consultant and other short-listed consultants within 7 days of selection of the winning proposal.

7.2 Any consultant, who has submitted a proposal and is not satisfied with the



procurement process or Client's decision provided as per Sub - Clause 7.1 and believes that the Client has committed an error or breach of duty which has or will result in loss to him then the consultant may give an application for review of the decision to the Client with reference to the error or breach of duty committed by the Client. The review application should be given within 7 days of receipt of information regarding the issue of letter by the Client notifying it's intention to accept the winning proposal pursuant to Sub Clause 7.1.

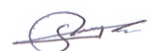
- 7.3 If the review application is not received by the Client pursuant to Sub-Clause 7.2 then the proposal of the Consultant, selected as per Sub-Clause 7.1 shall be accepted and the successful consultant shall be notified to come for signing the Agreement within 15 days.
- 7.4 If the Consultant fails to sign an agreement pursuant to Sub-Clause 7.3 then the Client will invite the consultant whose proposal received the next highest score to negotiate a contract.
- 7.5 If a review application is received by the Client pursuant to Clause 7.1 then the Client will clarify and respond within 5 days of receiving such application
- 7.6 If the applicant is not satisfied with the decision given by the procuring entity and/ or the decision is not given by the Procuring Entity Chief within 5 days then the applicant can file a complaint to the Review committee within 7 days.
- 7.7 The Client shall return the unopened Financial Proposals of those consultants who did not pass the technical evaluation.
- 7.8 The consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

#### **8. Confidentiality**

- 8.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the letter of intention to accept the proposal is not issued to the selected consultant pursuant to Sub- Clause 7.1.

#### **9. Conduct of Consultants**

- 9.1 The Consultant shall be responsible to fulfill his obligations as per the requirement of the Contract Agreement, RFP documents and GoN's Public Procurement Act and Regulations.
- 9.2 The consultant shall not carry out or cause to carryout the following acts with an intention to influence the implementation of the procurement process or the procurement agreement :
  - a. give or propose improper inducement directly or indirectly,
  - b. distortion or misrepresentation of facts
  - c. engaging or being involved in corrupt or fraudulent practice
  - d. Interference in participation of other prospective bidders.
  - e. coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceedings,
  - f. collusive practice among consultants before or after submission of proposals for distribution of works among consultants or fixing artificial/uncompetitive proposal price with an intention to deprive the Client the benefit of open competitive proposal price.
  - g. contacting the Client with an intention to influence the Client with regards



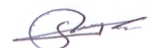
to the proposals or interference of any kind in examination and evaluation of the proposals during the period after opening of proposals up to the notification of award of contract

**10. Blacklisting of Consultant**

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

- a) if it is proved that the bidder committed acts pursuant to the Information to Consultants clause 9.2,
- b) if the bidder fails to sign an agreement pursuant to Information to Consultants clause 7.3,
- c) if it is proved later that the bidder/contractor has committed substantial defect in implementation of the contract or has not substantially fulfilled his obligations under the contract or the completed work is not of the specified quality as per the contract
- d) if convicted by a court of law in a criminal offence which disqualifies the consultant from participating in the contract.
- e) if it is proved that the contract agreement signed by the consultant was based on false or misrepresentation of consultant's qualification information,
- f) other acts mentioned in the Data Sheet or SCC

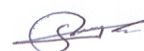
10.2 A Consultant declared blacklisted and ineligible by the Non-Public procurement Office and or concerned Donor Agency in case of donor funded project shall be ineligible to bid for a contract during the period of time determined by the GON and or the concerned donor agency.



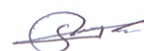
## INFORMATION TO CONSULTANTS

### DATA SHEET

Clause Reference	
1.1	<p>The name of the Client is: <b>Maintenance Branch, Chakupat, Lalitpur</b></p> <p>The method of selection is:</p> <p><b>Quality &amp; Cost Based Selection (QCBS)</b></p>
1.2	<p>The name, objectives, and description of the assignment are:</p> <p>Name :<b>" Preparation of Master Plan, Soil Investigation works, Engineering Design, Architectural drawings and Cost Estimates of Office Building with supervision "</b></p> <p>Objectives: Please Refer TOR</p> <p>Description: Please Refer TOR</p>
1.3	<p>A pre-proposal conference will be held: No</p>
1.10	<p>The clauses on fraud and corruption in the Contract are:</p> <p>Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.</p> <p>“fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Client, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition. (Clause: 2.8.1,g,General Condition of Contract)</p>
2.1	<p>Clarifications may be requested 7 days before the submission date The address for requesting clarifications is: Facsimile: Email:</p> <p>Maintenance Branch Chakupat, Lalitpur Fax:01-5529106</p>
3.1	<p>Proposals should be submitted in the following language(s):</p> <p>English/Nepali</p>
3.3	<p>(i) Short listed consultants/entity cannot associate with other short listed consultants.</p>



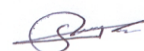
	(ii) The estimated number of professional staff-months required for the assignment is: Refer TOR (iv) The minimum required experience of proposed professional staff is: <b>Refer TOR</b> (vi) Reports that are part of the assignment must be written in the following language(s): <b>English/Nepali</b>										
3.4	(vii) Training is a specific component of this assignment: <b>NA</b> (viii) Additional information in the Technical Proposal includes: <b>Please refer TOR.</b>										
3.9	Proposals must remain valid for <b>90</b> days after the submission date										
4.3	Consultants must submit an original and no additional copy of proposal is required  Selected consultant must submitted <b>Quality Assurance Plan</b> for the " Preparation of Master Plan, Soil Investigation works, Engineering Design, Architectural drawings and Cost Estimates of Office Building " before the agreement to perform this particular assignment.										
4.4	The proposal submission address: <b>DoR, Maintenance Branch Chakupat, Lalitpur</b> Information on the outer envelope should also include : Name of Consultant: Title of Consulting service:										
4.5	Proposals must be submitted no later <b>than 30 days from the date of public notice.</b>										
5.1	The address to send information to the Client is: <b>DoR, Maintenance Branch, Chakupat, Lalitpur</b>										
5.3	The number of points to be given under each of the evaluation criteria are: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">i) Specific experience of the consultants related to the assignment</td> <td style="text-align: right;">Points [20]</td> </tr> <tr> <td>(ii) Adequacy of the proposed work plan and methodology in responding to the Terms of Reference</td> <td style="text-align: right;">[30]</td> </tr> <tr> <td>iii) Qualifications and competence of the key staff for the Assignment</td> <td style="text-align: right;">[45]</td> </tr> <tr> <td>(iv) Suitability of the transfer of knowledge program (training)</td> <td style="text-align: right;">[5]</td> </tr> <tr> <td colspan="2" style="text-align: right;">Total Points: 100</td> </tr> </table> <p><b>The minimum technical score required to pass : 70</b></p> <p>(Pl. refer detail evaluation criteria)</p>	i) Specific experience of the consultants related to the assignment	Points [20]	(ii) Adequacy of the proposed work plan and methodology in responding to the Terms of Reference	[30]	iii) Qualifications and competence of the key staff for the Assignment	[45]	(iv) Suitability of the transfer of knowledge program (training)	[5]	Total Points: 100	
i) Specific experience of the consultants related to the assignment	Points [20]										
(ii) Adequacy of the proposed work plan and methodology in responding to the Terms of Reference	[30]										
iii) Qualifications and competence of the key staff for the Assignment	[45]										
(iv) Suitability of the transfer of knowledge program (training)	[5]										
Total Points: 100											



## EXPERIENCE OF THE FIRM & RESOURCES OF THE CONSULTANT

No marks shall be given for the experience of the firm if the completion certificate is not attached.  
Projects completed within the **last ten fiscal years only** will be evaluated.

S N	Particulars	Experience	Total Marks	Remarks
<b>A.</b>	<b>TECHNICAL</b>		<b>100</b>	
<b>1</b>	<b>Consultant's specific experience</b>		<b>20</b>	
	<b>Experience of similar projects</b>			
i.	Experience on preparation of architectural/engineering design of office building projects in the last 10 years with project cost 200 million or more	Max. 5 projects		
ii.	Experience on Supervision of Office Building projects in the last 10 years with project cost more than 200 million or more	Max. 10 projects		
<b>2</b>	<b>Methodology and work schedule/ plan</b>		<b>30</b>	
<b>a.</b>	<b>Understanding of TOR</b>		<b>5</b>	
	<b>i) Understanding the Project</b>			
	If the consultant understands the project well			
	If the consultant does not understand the project well			
	<b>ii) Method of data collection, literature review, analysis, plan preparation, reporting format are clearly explained in the consultant's proposal.</b>			
	a) If all the above five variables are explained then it is considered as <b>very good</b> .	Very good is		
	b) Among these if only four variables are explained then it is considered as <b>good</b> .	Good is		
	c) Among these if only three variables are explained then it is considered as <b>satisfactory</b> .	Satisfactory		
	d) Among these if less than three variables are explained then it is considered as <b>poor</b> .	Poor		
	<b>iii) Critical Review of the TOR</b>			
	Each critical Review will get 0.25 marks	Maximum 4 reviews will be evaluated		
<b>b.</b>	<b>Quality of Methodology</b>		<b>15</b>	
<b>I</b>	<b>Work plan and time schedule</b>			
	<i>Submission of work plan of human resources, work plan of work, consistency between them and commitment to complete within the estimated time.</i>			
	i) If all the above four variables are explained appropriately, shall be considered as <b>very good</b> .	Very good		
	ii) If only above three variables are explained appropriately, shall be considered as <b>good</b> .	Good		
	iii) If only above two variables are explained appropriately, shall be considered as <b>satisfactory</b> .	Satisfactory		
	iv) If only one above variable is explained appropriately, shall be considered as <b>poor</b> .	Poor		



<b>Ii</b>	<b>Study of Nepali National Literatures Regarding Office Building Design</b>	Two literatures.		
<b>Iii</b>	<b>Study of International Literatures Regarding Office Design</b>	Two literatures.		
<b>C</b>	<b><i>Innovativeness in the approach of the proposed assignment</i></b>		<b>10</b>	
<b>I</b>	Innovative Engineering and Architectural approaches for proposed office design	Two innovative approach		
<b>Ii</b>	National Case Studies for Office Buildings	Two case studies		
<b>Iii</b>	<b>International Case Studies for Office Buildings</b>	Two case studies		
<b>3</b>	<b>Key personnel: Qualification and technical competence of the proposed key staffs for assignment</b>		<b>45</b>	
	<b>A) Team Leader</b>	<b>1</b>		<b>9</b>
<b>I</b>	Qualifying criteria: Minimum Msc in Architecture with 15 years of general experience & 10 years experience in related field after master's degree			
<b>Ii</b>	<b>General experience after Master's</b>			
		15 or more years		
		6 to 15 yrs		
		Less than 7 years		
<b>Iii</b>	<b>Job related experience after Master's Degree</b>			
	Experience as a team leader on the preparation of master plan, architectural and engineering design of office building projects with project cost 200 million or more Max 10 projects (each project will get 0.25 marks)			
<b>Iv</b>	Experience on Landscape Design and/or use of energy efficient design in building projects		Max 10 projects	
	<b>B) Architect</b>	<b>1</b>		<b>4</b>
<b>I</b>	Qualifying criteria: Minimum Bachelors in Architecture with 10 years general experience & minimum 7 years of experience in the related filed after Bachelors Degree.			
<b>ii)</b>	Academic Experience			
	Masters in Architecture		Masters	
	Bachelors in Architecture		Bachelors	
<b>iii)</b>	<b>General experience after Academic Degree</b>			
			10 yrs or more	
			5-10 yrs	
			less than 5 yrs	
<b>Iv</b>	<b>Job related experience after Academic Degree</b>			
	Experience as architect on the preparation of master plan, architectural and engineering design of office building projects with project cost 200 million or more		Max 4 projects ( each project will get 0.25 marks)	
	<b>C) Structure Engineer</b>	<b>1</b>		<b>6</b>

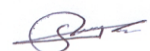
<b>I</b>	Qualifying criteria: Masters in Structural Engineering with 10 years general experience minimum of 7 years of experience in the related field after Masters Degree				
<b>Ii</b>	<b>General experience after Academic degree.</b>				
				Masters Degree with more than 10 years experience	
				Masters Degree with less than 10 years experience	
				Masters Degree with less than 5 years experience	
<b>Iii</b>	<b>Job related experience after Academic degree.</b>				
	Experience as Structure Engineer in the preparation of architectural and engineering design of Office Building projects with project cost 200 million or more				
				10 or more projects	
				7-10 projects	
				upto 5 projects	
				less than 5 projects	
	<b>D) Electrical Engineer</b>	<b>1</b>			<b>3</b>
<b>I</b>	Qualifying Criteria: Masters in Electrical Engineering and 5 years relevant experience after bachelor 's degree.				
<b>Ii</b>	<b>General experience after Academic degree.</b>				
				Masters Degree in electrical engineering with more than 10 yrs experience	
				Masters Degree in electrical engineering with 5-10 yrs experience	
				Bachelor's Degree in electrical engineering with 2 yrs experience	
<b>Iii</b>	<b>Job related experience after Academic degree</b>				
	Experience of preparation of Electrical Design, Detail Cost Estimates, BOQ and Specifications of Electrical Works for Office Buildings with project cost 200 million or more				
				10 or more projects	
				5-10 projects will	
				upto 5 projects	
	<b>E) Water Supply/ Sanitary Engineer</b>	<b>1</b>			<b>3</b>
<b>I</b>	Qualifying Criteria:Bachelors in Civil Engineering and 5 years relevant experience after bachelor 's degree.				
<b>Ii</b>	<b>General experience after Academic degree.</b>				
				Masters Degree in civil or Environmental Engineering with more than 10 yrs experience	
				Bachelor's Degree in civil engineering with more than 10 yrs experience	
				Bachelor's Degree in civil engineering with 5 yrs experience	
<b>Iii</b>	<b>Job related experience after Academic degree</b>				



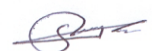
	Experience of preparation of Sanitary Design, Detail Cost Estimates, BOQ and Specifications of Sanitary Works for Office Buildings with project cost 200 million or more			
		10 or more projects		
		5-10 projects		
		Upto 5 projects		
	<b>F) Geo Technical Engineer</b>	<b>1</b>		<b>3</b>
<b>I</b>	Qualifying Criteria: Masters in Geo Technical Engineering with 5 years relevant experience in geotechnical field			
<b>Ii</b>	<b>General experience after Academic degree.</b>			
		Phd. in Geo Technical Engineering with more than 10 yrs experience		
		Master's Degree in Geo Technical Engineering with more than 10 yrs		
		Bachelor's Degree in geo technical/ civil engineering with 5 yrs experience		
<b>Iii</b>	<b>Job related experience after Academic degree</b>			
	Experience of preparation of geo technical investigation works and preparation of foundation designs of Office Building Projects with project cost 200 million or more			
		10 or more projects		
		5-10 projects		
		Upto 5 projects		
	<b>G) Civil Engineer</b>	<b>1</b>		<b>3</b>
<b>I</b>	Qualifying Criteria: Bachelors in Civil Engineering and 5 years relevant experience after bachelor's degree.			
<b>Ii</b>	<b>General experience after Academic degree.</b>			
		Masters Degree in civil engineering with more than 10 yrs experience		
		Bachelor's Degree in civil engineering with more than 10 yrs experience		
		Bachelor's Degree in civil engineering with 5 yrs experience		
<b>Iii</b>	<b>Job related experience after Academic degree</b>			
	Experience of preparation of Detail Cost Estimates, BOQ and Specifications of Office Building Projects with project cost 200 million or more			
		10 or more projects		
		5-10 projects		
		Upto 5 projects		
	<b>H) Mechanical Engineer</b>	<b>1</b>		<b>3</b>
<b>I</b>	Qualifying Criteria: Minimum Bachelors in Mechanical Engineering and 5 years relevant experience after bachelor's degree.			
<b>Ii</b>	<b>General experience after Academic degree.</b>			

			Masters Degree in Mechanical Engineering with more than 10 yrs experience		
			Bachelor's Degree in Mechanical Engineering with more than 10 yrs experience		
			Bachelor's Degree in Mechanical Engineering with 5 yrs experience		
<b>Iii</b>	<b>Job related experience after Academic degree</b>				
	Experience of preparation of Mechanical/HVAC Design, Detail Cost Estimates, BOQ and Specifications of Mechanical Works for Office Buildings with project cost 200 million or more				
			10 or more projects		
			7-10 projects		
			5 or less projects		
	<b>I) Telecom/ Electronics/ Computer Engineer</b>	<b>1</b>		<b>3</b>	
<b>I</b>	Qualifying Criteria: Bachelors in Electronics/ Computer Engineering and 5 years relevant experience after bachelor's degree. Master's Degree in Electronics/ Computer Engineering will be given preference				
<b>Ii</b>	<b>General experience after Academic degree.</b>				
			Masters Degree in Electronics/ Computer engineering with more than 10 yrs experience		
			Bachelor's Degree in Electronics/ Computer engineering with more than 10 yrs experience		
			Bachelor's Degree in Electronics/ Computer engineering with 5 yrs experience		
<b>Iii</b>	<b>Job related experience after Academic degree</b>				
	Experience of preparation of Computer Networking and System Design with preparation of Detail Cost Estimates, BOQ and Specifications of Computer Networking and System Design Works of Office Buildings with project cost 200 million or more				
			5 or more projects marks		
			2 projects		
			only 1 project		
	<b>J) Technical Procurement/ Contract Specialist</b>	<b>1</b>		<b>5</b>	
<b>I</b>	Qualifying Criteria: Masters in Civil Engineering and 10 years relevant experience in procurement management in Government/ INGO/ Donor Funded Project. Additional Masters Degree in Management will be preferable.				
<b>Ii</b>	<b>General experience after Academic degree.</b>				
			PHD in Construction Management with more than 10 yrs experience		
			Masters Degree in Construction Management with more than 10 yrs experience		
			Masters Degree in Construction Management with 10 yrs experience		
<b>Iii</b>	<b>Job related experience after</b>				

	<b>Acadaemic degree</b>					
	Experience of preapration of Procurement Documents and Contract Management of building projects based on PPMO rules and regulations of office building with project cost 200 million or more					
				5 or more projects		
				2 projects		
				only 1 project		
	<b>K) Resident Engineer</b>	<b>1</b>			<b>3</b>	
<b>I</b>	Qualifying Criteria: Bachelors in Civil Engineering or Architecture and involved as a resident engineer in institutional building projects.					
<b>Ii</b>	<b>General experience after Academic degree.</b>					
				Masters Degree with more than 7 yrs experience		
				Bachelors Degree in Civil Engineering or Architecture with more than 5 yrs experience		
<b>Iii</b>	<b>Job related experience after Acadaemic degree</b>					
	Experience in construction supervision of Institutional Buidling Projects.					
				3 or more projects		
				2 projects		
				only 1 project		
<b>4</b>	<b>Transfer of knowledge</b>				<b>5</b>	
	<b>a)Method of Technology Transfer (Imparting technical skill during the Study)</b>				<b>2</b>	
	i)Involvement of ..... Staff during study					
	Yes			Yes/No		
	No			Yes/No		
	ii) Consultation with stakeholders ( related ..... officials)					
	Yes			Yes/No		
	No			Yes/No		
	<b>b) Software Training</b>				<b>2</b>	
	i) Training of Architecture software					
	Yes			Yes/No		
	No			Yes/No		
	i) Training of Structure software					
	Yes			Yes/No		
	No			Yes/No		
	<b>c) Commitment of timely submission of report and timely design presentation.</b>				<b>1</b>	
	Timely submission of report as well as timely presentation					
	Only timely submission of report					
	Only timely design presentation					

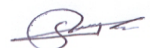


5.8	The fixed Budget Ceiling for the assignment is : NA
5.10	<p>The formula for determining the financial scores is the following:          [Either <math>S_f = 100 \times F_m/F</math>, in which <math>S_f</math> is the financial score, <math>F_m</math> is the lowest price and <math>F</math> the price of the proposal under consideration, or another proportional linear formula] The weights given to the technical and Financial Proposals are:</p> <p>T (Technical Proposal) = 0.8 and          P (Financial Proposal) = 0.2</p>
6.1	The address for negotiations is: DoR, Maintenance Branch, Chakupat, Lalitpur.
7.6	<p>The assignment for Detail Engineering Design is expected to commence on <b>within 15 days from the date of agreement.</b></p> <p><b>Separate work order shall be given for supervision works of the contract.</b></p>



### **Section 3. Technical Proposal - Standard Forms**

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



### 3A. TECHNICAL PROPOSAL SUBMISSION FORM

Location,  
Date

To: Diputy Director General, DoR, Maintenance Branch, Chakupat Lalitpur

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for the " Preparation of Master Plan, Soil Investigation works, Engineering Design, Architectural drawings and Cost Estimates of Office Building, "in accordance with your Request for Proposal dated ..... and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

If negotiations are held during the period of validity of the Proposal, i.e., before ..... We undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

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

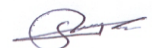
We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Consultant: Address:



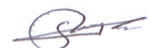
### 3B. CONSULTANT'S REFERENCES

Relevant Services Carried Out in the Last Five Years That  
Best Illustrate Qualifications

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

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

Consultant's Name:



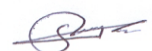
**3C. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE  
AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE CLIENT**

On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

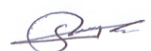
On the data, services, and facilities to be provided by the Client:

- 1.
- 2.
- 3.
- 4.
- 5.





**3D. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT**

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### 3E. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff		
Name	Position	Task

2. Support Staff		
Name	Position	Task



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### 3F. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position: \_\_\_\_\_

Name of Consultant: \_\_\_\_\_

Name of Staff: \_\_\_\_\_

Profession: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Years with Consultant/Entity: \_\_\_\_\_

Nationality: \_\_\_\_\_

Membership in Professional Societies: \_\_\_\_\_

Detailed Tasks Assigned: \_\_\_\_\_

Key Qualifications:

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

Education:

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

Employment Record:

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

Languages:

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

Certification:

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

Date:

[Signature of staff member and authorized representative of the consultant]

Day/Month/Year

Full name of staff member: \_\_\_\_\_

Full

Name of authorized representative: \_\_\_\_\_

Address of expert /professional: \_\_\_\_\_

Tel. No. of expert/professional : \_\_\_\_\_

Mobile No. of expert/professional: \_\_\_\_\_

Note: The details of individual (expert/professional) are a must and if not provided correctly, may affect in the evaluation due to the lack of correct information from the professional/expert, if in case the evaluation committee needs them.



### 3G. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

			Months (in the Form of a Bar Chart)												
Na me	Position	Reports Due/Activities	1	2	3	4	5	6	7	8	9	10	11	12	Number of Months
															Subtotal (1) Subtotal (2) Subtotal (3) Subtotal (4)

Full-time:  
Reports Due:  
Activities Duration:

Part-time: Signature:  
(Authorized representative)

Full Name:

Title:

Address:



### 3H. ACTIVITY (WORK) SCHEDULE

#### A. Field Investigation and Study Items

	[1st, 2nd, etc. are months from the start of assignment.]												
	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th	
Activity (Work)													
_____													
_____													
_____													
_____													

#### B. Completion and Submission of Reports

Reports	Date
1. Inception Report	
2. Interim Progress Report (a) First Status Report (b) Second Status Report	
3. Draft Final Report	
4. Final Report	

#### **Section 4. Financial Proposal - Standard Forms**

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



#### 4A. FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: Deputy Director General, DoR, Maintenance Branch,  
Chakupat Lalitpur

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for " Preparation of Master Plan, Soil Investigation works, Engineering Design, Architectural drawings and Cost Estimates of Office Building " accordance with your Request for Proposal dated

[Date..... ] and our Proposal (Technical and Financial Proposals).

Our attached Financial Proposal is for the sum of

[.....] Amount in words and figures]. This amount is inclusive of the local taxes except Value Added Tax (VAT), which we have estimated at [Amount(s) in words and figures].

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

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

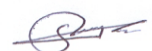
We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

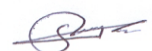
Name of Consultant: Address:



## Section 4. Financial Proposal - Standard Forms

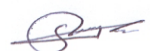
### 4B. SUMMARY OF COSTS

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



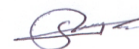


**4C. BREAKDOWN OF PRICE PER ACTIVITY BOQ**

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## A. Design and Procurement Phase

SN	Description	Unit	Nos.	Rate NRs.	Rate in Words	Amount NRs.
1	Remuneration Key/non key Staffs for Desk study, Field Survey, Detail Design/Drawing, Estimation etc all complete as per instruction	Job	1.00			
2	IEE/EIA scoping, ToR, Hearings, Reports, Meetings, Presentation, Notice Publication all complete	LS	1.00			
3	Workshop/Seminar/Training/Meetings for IEE and others	Nos.	4.00			
4	Sismological Test (Microtremor survey and site specific response spectra)	LS	1.00			
5	Geotechnical Investigation	LS	1.00			
6	3-D Model	LS	1.00			
7	Transportation, Communication	LS	1.00			
8	Stationary and reports/Documents, software, Printings, Production and reporting	Sets	4.00			
					<b>Total NRs.</b>	
					<b>..... % Overhead</b>	
					<b>Total NRs.</b>	
					<b>VAT 13%</b>	
					<b>Grand Total:</b>	



## B. Construction Supervision Phase including DLP

SN	Description	Unit	Nos.	Rate NRs.	Rate in Words	Amount
1	Team Leader/Senior Architect	mm	22.00			
2	Structural Engineer	mm	7.00			
3	Geotechnical Engineer	mm	2.00			
4	Environmental Engineer	mm	2.00			
5	Water Supply/Sanitary Engineer	mm	4.00			
6	Electrical Engineer	mm	4.00			
7	Quantity Surveyer Engineer	mm	4.00			
8	Quality Control Engineer	mm	21.00			
9	Mechanical Engineer	mm	2.00			
10	Computer Networking & Communication Specialist	mm	2.00			
11	Procurement/Contract Specialist	mm	2.00			
12	Civil (Residence) Engineer	mm	22.00			
13	Surveyor	mm	1.00			
14	Draft Persons	mm	1.00			
15	Site Supervisor(Sub-Engineer)	mm	20.00			
16	Computer Operator	mm	22.00			
17	Helper/office Runner	mm	22.00			
18	Workshop/Seminar/Training/Meetings	Nos.	5.00			
19	Stationary and reports/Documents, software, Printings, Production and reporting etc all complete	Sets	24.00			
20	Transportation, Communication	Month	22.00			
					Sub-Total:	
					..... % Overhead	
					Total NRs.	
					VAT 13%	
					Grand Total NRs.:	

## **TERMS OF REFERENCE**

For

Preparation of Master Plan, Soil Investigation works, Engineering Design, Architectural drawings and Cost Estimates of DoR Office Building.

### **1. Introduction**

Maintenance Branch, Chakupat, Lalitpur is one of the major Division office in Nepal. The role of the Division office is to provide necessary services regarding infrastructure development mainly in the transport sector by reconstructing, expanding and to develop the roads. Meanwhile, DOR, Chakupat, Lalitpur has planned to construct office building within its own premises for proving services. DOR Chakupat, Lalitpur is seeking consulting service for Preparation of Master Plan, Soil Investigation works, Engineering Design, Architectural drawings and Cost Estimates of Office Building in current fiscal year 2074/75.

### **2. Objectives**

The main objective of this study is to carry out Detailed Architectural, Engineering Design and master plan preparation of the proposed structures in compliance with prevailing standards and Nepal National Building Code (NNBC), 2060.

### **3. Scope of the work**

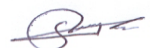
The consultant, under these terms of reference (TOR) and in close coordination with DOR Chakupat, Lalitpur as and when necessary shall carry out activities and deliver services and documents as follows:

- 3.1. Topographic survey and prepare maps in the site as provided by DOR Chakupat, Lalitpur and carryout soil test for the A/E design for proceeding towards site planning.
- 3.2. The site plan of the proposed design program has to be prepared responding to the local site conditions and features after visiting the proposed site. An overall site plan has to be prepared using the topographic map produced in smaller scale but a detailed site plan showing the proposed building and its surrounding of at least of around 10m from the proposed building.
- 3.3. Preparation of conceptual architectural design of the Office building in coordination with DOR Chakupat, Lalitpur as per necessary and requirement.
- 3.4. Present the concept of the design and site planning/ landscape design at the draft stage to the DOR at Chakupat, Lalitpur.
- 3.5. Preparation of detailed architectural working drawings after finalization and approval of conceptual design accompanied with working drawings for structural design, electrical design, sanitary and plumbing design, fire safety system design, detailed cost and quantity estimate, bill of quantities (BOQ) with specification.
- 3.6. Preparation of 3-D modeling without minute details.

The placement of the Stadium Components and other associated buildings has to be finalized after site analysis in close consultation and minute with DOR Chakupat, Lalitpur to coordinate as and when felt necessary.

### **4. EXPECTED OUTPUT**

It is expected to prepare and submit clear and concise working drawings along with the reports making three volumes as following.



- Volume 1 - The Site plan is developed after surveying, Design Concept, requirement analysis, calculations and instructions etc for Architecture design and Engineering designs as per conducted soil test report.
- Volume 2 - Detailed Soil Investigation Report of the Proposed Site
- Volume 3 - Quantity, Cost estimates, Bill of quantities and specifications
- Volume 4 - Working drawings as specified in following section.

Working Drawings in Volume 3 must include, but not limited to the followings.

Detail A/E Design


4.1. Detailed Architectural Design and working Drawings

- Site plan (1:200) with landscape design.
- Floor plans (1:100)
- Furniture layout plans (1:200)
- Finishing schedule plans (1:200)
- Four side Elevations (1:100)
- if the plan is L, C or H Shape, Sectional elevations of the faces (1:100)
- Longitudinal sections (at least from two direction cutting staircase)
- Door and window schedule with counts and detail drawings and specification.
- Blow up Details (Staircase; toilets; wall sections with blow up details of sill, lintel, parapet, overhangs, ducts, expansion joint, flooring and roofing and counter; low walls or partitions; handrail; grill; radiation protection details for the X-ray and other radiation sensitive spaces; if there is any level change, and any other if required to illustrate any design idea, more details other than mention here needed to be prepared.)

4.2. Detail Structural Design and Drawings in A3 size format

- Structural Model
- Structural report including design philosophy, design parameters, Load calculations, calculation and design of structural component like slab, foundation, staircase, shear wall, lift etc
- Detailed Drawing of foundation (Isolated, combined or raft/ pile if necessary)
- Column Layout plans, Column Details
- Beam- Column Junction Details
- Vertical section along column showing lap and joint details.
- Lift and other shear wall detail drawing
- Water Tank detail and drawing
- Tie Beam, Foundation Beam, Toe wall, Sill Band & Lintel Band detail drawing
- Beam Layout plan
- Beam sections
- Slab Reinforcement Details (Plan and section)
- Staircase Details
- Other Roofing like Truss details if required
- Expansion/ Construction Joint Details
- Ramp drawing and details
- Other necessary details if required

4.3. Detail Cost and quantity estimate including bill of quantity (BOQ).



- Detail Quantity estimate and abstract of cost of each components (such as each building, land development etc)
- Consolidated abstract of cost
- Bill of Quantities.
- Rate of items are to be used from the District Rate analysis collecting them from the related division offices. If there are any items which are not included in that rate analysis, consultant has to prepare rate analysis for those items based on prevailing norms.

#### 4.4. Specification

### 5. Composition of Consultant's team

SN	Description	Person	Person month	Minimum Qualification
1	Team Leader /Architect	1	1	Bachelor in Architecture and masters degree in architecture/ urban planning / urban design/housing with minimum 7 years of experience in related field after master's degree
2	Structure Engineer	1	0.5	Masters degree in Structural Engineering or Earthquake Engineering with minimum of 7 years of experience in the related field after Masters Degree
3	Civil Engineer	1	0.5	Civil Engineer must have a Bachelors degree in Civil Engineering and a minimum of 7 yrs of experience in the related field.
4	Surveyor	1	0.5	Bachelor in Engineering and Experience in surveying
5	Sub Engineer/ Draft person	1	0.5	Intermediate in Civil Engineer/ Architecture with experience in related field

### 6. Reporting and submission Schedule

Consultant shall prepare and submit reports and design drawings within 6 month from the date of agreement as per the following schedule.


#### 6.1. Inception Report (2 copies) : Within one month after the date of work order

Inception report is expected to reveal the format of the final report. This would reveal not only the proper understanding of the study team as well as proposed study, but it is also expected to provide the opportunities to the study team to crystallize its future course of actions. In pursuance to enhance greater knowledge base and receive expert views on the different activities of the proposed study, the study team is required to hold interactions with experts as well as key personnel of DOR Chakupat, Lalitpur. This report should include the site drawing and report with detailed methodology. Any practical comment and required modification to the TOR be clearly stated in the report so that necessary actions could be initiated. Detailed work schedule should also be submitted along with this report.

#### 6.2. Draft final report (3 copies) : Four months from the date of work order :

The consultant should submit the draft final report within 3 months from the date of work order. It should contain all the contents of inception report appending feedbacks and response to those feedbacks. Contents of the report shall be approved by the client who is expected to include largely completed tasks as follows:

- Developed design with surveyed topography map of the site
- Conduct stakeholder meeting including DOR Chakupat, Lalitpur
- Detail drawings
- Presentation at DOR Chakupat, Lalitpur.



6.3. Final Report (3 hard copies and 2 digital soft copies): Within Six months from the date of work order.

The final report should be submitted within a month from the date of receiving the comment officially. This report should incorporate all the feedbacks received on draft final report. Normally, comment will be given in written within 1 week after presentation of the Draft final report. Final report and drawings shall also be submitted in soft copy (two digital copies in CD).

## 7. Work Schedule

S N	Activities	month 1				month 2				month 3				month 4				month 5				month 6			
		1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
1	Survey and Collection of secondary information, literature review, and requirement finalization and submission of inception report			↓																					
2	Preparation of Draft-final Report, submission and presentation																								
3	Preparation and submission of Final report incorporating the feedbacks on Draft-final report																								

## 8. Format of the Report

All reports shall be prepared in English and the system of measurement shall be in the metric system except otherwise mentioned. Draft report shall be submitted in three copies to DOR, while final report shall be submitted in seven copies. All reports except drawings shall be in A4 size paper.

Scales and sizes of the drawings shall be agreed upon between the consultant and DOR at the beginning of the conceptual planning stage. Preference shall be given to A3 and A2 size. Scale of the drawing should be as follows:

- Plan, section, elevation – 1:100
- Details – 1:25, 1:10, 1:5 (as per the requirement of the detail)
- Site plan – 1:200

## 9. Mode of Payment for Design and Procurement Phase

The payments shall be made in three installments. Each installment shall be paid only when the required reports are submitted and accepted by DOR. In each report, the contents, formats and copies to be submitted should be strictly maintained as mentioned above. The details of time period for various report submission, payment amount, and the report to be submitted are shown in the following table.

No. of installment	Time period	Payment in % of total bid amount	Report to be submitted
First	Within first month	20%	Inception report
Second	Within third month	50%	Draft-final report
Third and Final	Within fourth month	30%	Final report

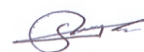
#### 10. Mode of Payment for Construction Phase

The payments shall be made in three installments. Each installment shall be paid only when the required reports are submitted and accepted by DOR. In each report, the contents, formats and copies to be submitted should be strictly maintained as mentioned above. The details of time period for various report submission, payment amount, and the report to be submitted are shown in the following table.

No. of installment	Time period	Payment in % of total bid amount	Report to be submitted
First	Monthly	As per Invoice	Monthly progress

#### 11. Appendices

- 11.1. Site Plan
- 11.2. Standard Type design





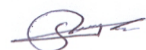
## Section 6: STANDARD FORM OF CONTRACT

Consultants' services

**Preparation of Master Plan, Soil Investigation works,  
Engineering Design, Architectural drawings and Cost  
Estimates of DoR Office Building**

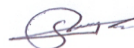
Maintenance Branch

Chakupat, Lalitpur



## Table of Contents

- I. Form of contract
- II. General condition of contract
- III. Specific condition of contract
- IV. Appendices

A handwritten signature in purple ink, consisting of a stylized 'S' followed by a horizontal line and a small flourish.

Contract for Consultant Services

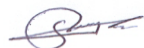
**For**

**Preparation of Master Plan, Soil Investigation works,  
Engineering Design, Architectural drawings and Cost  
Estimates of DoR Office Building**

Between

**Maintenance Branch  
Chakupat, Lalitpur**

And

A handwritten signature in blue ink, consisting of a stylized 'S' followed by a horizontal line and a small flourish.

Dated: .....

## I. Form of Contract

This CONTRACT (hereinafter called the "Contract") is made the .....day of the month of ....., ..... between, on the one hand, *Maintenance Branch, Chakupat, Lalitpur*, (hereinafter called the "Client") and, on the other hand, ..... (hereinafter called the "Consultants").

## WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

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

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

Appendix A: Description of the Services

Appendix B: Reporting Requirement

Appendix C: Key Personnel and Sub consultants

Appendix D: Duties of the Client

Appendix E: Cost Estimates in Local Currency

Appendix F: Form of Guarantee for Advance Payments "*Not Used*"

Appendix G: Minutes of Negotiations Meetings

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

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

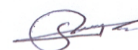
**IN WITNESS WHEREOF**, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *Maintenance Branch, Chakupat, Lalitpur*

*SDE. Sujan Khanal*

Designation :Division Chief

[Authorized Representative]



## **II General Conditions of Contract**

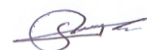
### **1. General Provisions**

**1.1 Definitions** Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- a. “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;
- b. “Government” means Government of Nepal.
- c. “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- d. “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 2.1;
- e. “GCC” means these General Conditions of Contract;
- f. “Donor” means the organization offering loan, credit or grant to GoN
- g. “Local Currency” means the currency of the Government;
- h. “Member,” in case the Consultants consist of a joint venture of more than one entity, means any of these entities; and “Members” means all these entities;
- i. “Party” means the Client or the Consultants, as the case may be, and “Parties” means both of them;
- j. “Personnel” means persons hired by the Consultants or by any Subconsultant as employees and assigned to the performance of the Services or any part thereof; “Foreign Personnel” means such persons who at the time of being so hired had their domicile outside Nepal; “Local Personnel” means such persons who at the time of being so hired had their domicile inside Nepal; and “Key Personnel” means the Personnel referred to in Clause GCC 4.2(a);
- k. “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- l. “Services” means the work to be performed by the Consultants pursuant to this Contract, as described in Appendix A hereto;
- m. “Subconsultant” means any person or entity to whom/which the Consultants subcontract any part of the Services in accordance with the provisions of Clause GCC 3.7;
- n. “Third Party” means any person or entity other than the Government, the Client, the Consultants or a Subconsultant.

### **1.2 Relation between the Parties**

Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the Client and the Consultants. The Consultants, subject to this Contract, have complete charge of Personnel and Subconsultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.



### **1.3 Law Governing**

This Contract, its meaning and interpretation, and the relation

**Contract** between the Parties shall be governed by the Applicable Law of Nepal.

### **1.4 Language**

This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

### **1.5 Headings**

The headings shall not limit, alter or affect the meaning of this Contract.

### **1.6 Notices**

1.6.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have

been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SCC.

1.6.2 Notice will be deemed to be effective as specified in the SCC.

1.6.3 A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the SCC with respect to Clause GCC 1.6.2.

### **1.7 Location**

The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in Nepal or elsewhere, as the Client may approve.

### **1.8 Authority of Member in Charge**

In case the Consultants consist of a joint venture of more than one entity, the Members hereby authorize the entity specified in the SCC to act on their behalf in exercising all the Consultants' rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

### **1.9 Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants may be taken or executed by the officials specified in the SCC.

### **1.10 Taxes and Duties**

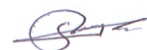
Unless otherwise specified in the SCC, the Consultants, Subconsultants and Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law.

## **2. Commencement, Completion, Modification and Termination of Contract**

### **2.1 Effectiveness of Contract**

This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultants instructing the Consultants to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.

### **2.2 Termination of Contract for Failure to Become Effective**



If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as shall be specified in the SCC, either Party may, by not less than thirty (30) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

### **2.3 Commencement of Services**

The Consultants shall begin carrying out the Services at the end of such time period after the Effective Date as shall be specified in the SCC.

### **2.4 Expiration of Contract**

Unless terminated earlier pursuant to Clause GCC 2.9 hereof, this Contract shall terminate at the end of such time period after the Effective Date as shall be specified in the SCC.

### **2.5 Variation**

Variation of the terms and conditions of this Contract, including any variation of the scope of the Services, may only be made by written agreement between the Parties however, each Party shall give due consideration to any proposals for variation made by the other Party.

### **2.6 Force Majeure**

#### **2.6.1 Definition**

a. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

b. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Subconsultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.

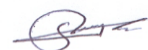
c. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

#### **2.6.2 No Breach of Contract**

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

#### **2.6.3 Measures to be Taken**

a. A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.



- b. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fifteen (15) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- c. The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

#### **2.6.4 Extension of Time (EoT)**

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

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

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

#### **2.6.5 Consultation**

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

#### **2.7 Suspension**

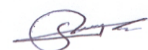
The Client may, by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify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

#### **2.8 Termination**

##### **2.8.1 By the Client**

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

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





- b. if the Consultants become (or, if the Consultants consist of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- c. if the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 8 hereof;
- d. if the Consultants submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultants know to be false;
- e. if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- f. if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- g. if the Consultant, in the judgment of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause:

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

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

### **2.8.2 By the Consultants**

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

- a. if the Client fails to pay any money due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause GCC 8 hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;
- b. if the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants’ notice specifying such breach;
- c. if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- d. if the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 8 hereof.

### **2.8.3 Cessation of Rights and Obligations**

Upon termination of this Contract pursuant to Clauses GCC 2.2 or GCC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GCC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as

may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 3.3 hereof, (iii) the Consultants' obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 3.6(ii) hereof,

and (iv) any right which a Party may have under the Applicable Law.

#### **2.8.4 Cessation of Services**

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 2.9.1 or GCC 2.9.2 hereof, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants and equipment and materials furnished by the Client, the Consultants shall proceed as provided, respectively, by Clauses GCC 3.9 or GCC 3.10 hereof.

#### **2.8.5 Payment upon Termination**

Upon termination of this Contract pursuant to Clauses GCC 2.8.1 or GCC 2.9.2 hereof, the Client shall make the following payments to the Consultants:

- a. remuneration pursuant to Clause GCC 6 hereof for Services satisfactorily performed prior to the effective date of termination;
- b. reimbursable expenditures pursuant to Clause GCC 6 hereof for expenditures actually incurred prior to the effective date of termination; and
- c. except in the case of termination pursuant to paragraphs (a) through (d) of Clause GCC 2.8.1 hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract including the cost of the return travel of the Personnel and their eligible dependents.

#### **2.8.6 Disputes about Events of Termination**

If either Party disputes whether an event specified in paragraphs (a) through (e) of Clause GCC 2.8.1 or in Clause GCC 2.9.2 hereof has occurred, such Party may, within thirty (30) days after receipt of notice of termination from the other Party, shall settle the dispute pursuant to Clause GCC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

### **3. Obligations of the Consultants**

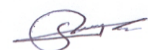
#### **3.1 General**

##### **3.1.1 Standard of Performance**

The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Subconsultants or Third Parties.

##### **3.1.2 Law Governing Services**

The Consultants shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Subconsultants, as well as the Personnel of the Consultants and any Subconsultants, comply with the Applicable Law.



The Client shall notify the Consultants in writing of relevant local customs, and the Consultants shall, after such notification, respect such customs.

### **3.1.3 Application of Procurement Law**

If the Consultants, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Consultants shall comply with any applicable procurement guidelines as per the prevailing Public Procurement Act and Regulations of the GoN (or of the Donors/funding agencies) and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultants in the exercise of such procurement responsibility shall be for the account of the Client.

### **3.2 Conflict of Interests**

#### **3.2.1 Consultants Not to Benefit from Commissions, Discounts, etc.**

The remuneration of the Consultants pursuant to Clause GC 6 hereof shall constitute the Consultants' sole remuneration in connection with this Contract or the Services and, subject to Clause GCC 3.2.2 hereof, the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the Consultants shall use their best efforts to ensure that any Subconsultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

#### **3.2.2 Consultants and Affiliates Not to Engage in Certain Activities**

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

#### **3.2.3 Prohibition of Conflicting Activities**

The Consultants shall not engage, and shall cause their Personnel as well as their Subconsultants and their Personnel not to engage, either directly or indirectly, in any of the following activities:

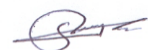
- a. during the term of this Contract, any business or professional activities in Nepal which would conflict with the activities assigned to them under this Contract; and
- b. after the termination of this Contract, such other activities as may be specified in the SCC.

### **3.3 Confidentiality**

The Consultants, their Subconsultants, and the Personnel of either of them shall not, either during the term of within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client

### **3.4 Liability of the Consultants**

Subject to additional provisions, if any, set forth in the SCC, the Consultants' liability under this Contract shall be as provided by the Applicable Law.



### **3.5 Insurance to be Taken Out by the Consultants**

The Consultants (i) shall take out and maintain, and shall cause any Subconsultants to take out and maintain, at their (or the Subconsultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverages, as shall be specified in the SCC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

### **3.6 Accounting, Inspection and Auditing**

The Consultants (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof (including such bases as may be specifically referred to in the SCC), and (ii) shall permit the Client or its designated representative Masterally, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client and, where applicable

### **3.7 Consultants' Actions Requiring Client's Prior Approval**

The Consultants shall obtain the Client's prior approval in writing before taking any of the following actions:

- a. appointing such members of the Personnel as are listed in Appendix C merely by title but not by name;
- b. entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Subconsultant and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Subconsultant and its Personnel pursuant to this Contract;
- c. any other action that may be specified in the SCC.

### **3.8 Reporting Obligations**

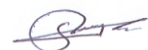
The Consultants shall submit to the Client the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.

### **3.9 Documents Prepared by the Consultants to be the Property of the Client**

All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultants for the Client under this Contract shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SCC.

### **3.10 Equipment and Materials Furnished by the Client**

Equipment and materials made available to the Consultants by the Client, or purchased by the Consultants with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultants shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the



Client's instructions. While in possession of such equipment and materials, the Consultants, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

#### **4. Consultants' Personnel and Subconsultant**

**4.1 General** The Consultants shall employ and provide such qualified and experienced Personnel and Subconsultants as are required to carry out the Services.

#### **4.2 Description of Personnel**

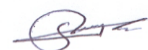
- a. The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultants' Key Personnel are described in Appendix C. If any of the Key Personnel has already been approved by the Client, his/her name is listed as well.
- b. If required to comply with the provisions of Clause GCC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Consultants by written notice to the Client, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GCC 6.1(b) of this Contract. Any other such adjustments shall only be made with the Client's written approval.
- c. If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the Client and the Consultants, provided that any such increase shall not, except as otherwise agreed in writing, cause payments under this Contract to exceed the ceilings set forth in Clause GCC 6.1(b) of this Contract.

#### **4.3 Approval of Personnel**

The Key Personnel and Subconsultants listed by title as well as by name in Appendix C are hereby approved by the Client. In respect of other Key Personnel which the Consultants propose to use in the carrying out of the Services, the Consultants shall submit to the Client for review and approval a copy of their biographical data. If the Client does not object in writing (stating the reasons for the objection) within twenty-one (21) calendar days from the date of receipt of such biographical data.

#### **4.4 Removal and/or Replacement of Personnel**

- a. Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications.
- b. If the Client (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.
- c. Any of the Personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may



wish to claim as a result of such replacement, shall be subject to the prior written approval by the Client. Except as the Client may otherwise agree, (i) the Consultants shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced

## **5. Obligations of the Client**

### **5.1 Access to Site**

The Client warrants that the Consultants shall have, free of charge, unimpeded access to all sites in Nepal in respect of which access is required for the performance of the Services.

### **5.2 Change in the Applicable Law**

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultants in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultants under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GCC 6.1(b).

### **5.3 Services, Facilities and Property of the Client**

The Client shall make available to the Consultants and the Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix D at the times and in the manner specified in said Appendix D, provided that if such services, facilities and property shall not be made available to the Consultants as and when so specified, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultants for the performance of the Services, (ii) the manner in which the Consultants shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultants as a result thereof pursuant to Clause GCC 6.1(c) hereinafter.

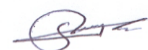
### **5.4 Payment**

In consideration of the Services performed by the Consultants under this Contract, the Client shall make to the Consultants such payments and in such manner as is provided by Clause GCC 6 of this Contract.

## **6. Payments to The Consultants**

### **6.1 Cost Estimates; Ceiling Amount**

- a. An estimate of the cost of the Services payable in local currency is set forth in Appendix E.
- b. Except as may be otherwise agreed under Clause GCC 2.6 and subject to Clause GCC 6.1(c), payments under this Contract shall not exceed the ceilings in local currency specified in the SCC. The Consultants shall notify the Client as soon as cumulative charges incurred for the Services have reached 80% of either of these ceilings.
- C Notwithstanding Clause GCC 6.1(b) hereof, if pursuant to any of the Clauses GCC 5.3 or 5.4 hereof, the Parties shall agree that additional payments in local and/or foreign currency, as the case may be, shall be made to the Consultants in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GCC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GCC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.



## **6.2 Remuneration and Reimbursable Expenditures**

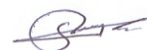
- a. Remuneration for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services after the date determined in accordance with Clause GCC 2.3 and Clause SCC 2.3 (or such other date as the Parties shall agree in writing) (including time for necessary travel via the most direct route) at the rates referred to, and subject to such additional provisions as are set forth, in the SCC.
- b. Reimbursable expenditures actually and reasonably incurred by the Consultants in the performance of the Services, as specified in Clause SCC 6.3.

## **6.3 Currency of Payment**

- a. All payments to the Consultant for the performance of the services shall be made in the currency of the GoN.

## **6.4 Mode of Billing and Payment**

- a. Billings and payments in respect of the Services shall be made as follows:
  - The Client shall cause to be paid to the Consultants an advance payment as specified in the SC, and as otherwise set forth below. The advance payment will be due after provision by the Consultants to the Client of a bank guarantee by a bank acceptable to the Client in an amount specified in the SCC, such bank guarantee (i) to remain effective additional one month after the advance payment has been fully set off as provided in the SCC, and (ii) to be in the form set forth in Appendix I hereto or in such other form as the Client shall have approved in writing.
  - As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services or on completion of the task on which the payment is based, the Consultants shall submit to the Client, in duplicate, itemized statements, accompanied by copies of receipted invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to Clauses GCC 6.3 and 6.4 for such month or completed task.  
The invoice format shall be as agreed between the client and the consultants.
- C The Client shall cause the payment of the Consultants' monthly statements less retention money 5% within *thirty (30)* days after the receipt by the Client of such statements with supporting documents. Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultants, the Client may add or subtract the difference from any subsequent payments. Interest at the annual rate specified in the SCC shall become payable as from the above due date on any amount due by, but not paid on, such due date.
- d The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultants and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory *forty-five (45)* calendar days after receipt of the final report and final statement by the Client unless the Client, within such *forty-five (45)* day period, gives written notice to the Consultants specifying in detail deficiencies in the Services, the final report or final statement. The Consultants shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Client has paid or caused to be paid in accordance with this Clause in excess of





the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultants to the Client within thirty (30) days after receipt by the Consultants of notice thereof. Any such claim by the Client for reimbursement must be made within *ninety (90) calendar days* after receipt by the Client of a final report and a final statement approved by the Client in accordance with the above.

- e. All payments under this Contract shall be made to the account of the Consultant specified in the SCC.

#### **6.5 Retention**

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

#### **6.6 Liquidated Damages**

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

### **7. Fairness and Good Faith**

#### **7.1 Good Faith**

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

#### **7.2 Operation of the Contract**

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

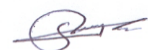
### **8. Settlement of Disputes]**

#### **8.1 Amicable Settlement**

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

#### **8.2 Dispute Settlement**

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other





Party's request for such amicable settlement may be referred to the Adjudicator by either Party within 15 days after the amicable settlement period of 30 days.

### **8.3. Appointment of the Adjudicator**

- a. The Adjudicator, shall be appointed jointly by the Client and the Consultant within 30 days of the commencement date of the contract. If the parties cannot reach an agreement on the appointment of the Adjudicator, the Client will request the Appointing Authority designated in the SCC, to appoint the Adjudicator within 15 days of receipt of such request.
- b. Should the Adjudicator resign or die, or should the Client and the Consultant agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Client and the Consultant. In case of disagreement between the Client and the Consultant, within 30 days, the Adjudicator shall be designated by the Appointing Authority at the request of either party, within 15 days of receipt of such request

### **8.4. Procedures for Disputes**

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

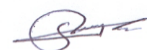
### **9. Remedies for Breach of Contract**

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

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

### **10. Conduct of Consultants**

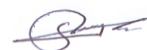
- 10.1 The Consultant shall be responsible to fulfill his obligations as per the requirement of the Contract Agreement, RFP documents and GoN's Procurement Act and Regulations



- 10.2 The consultant shall not carry out or cause to carry out the following acts with an intention to influence the implementation of the procurement process or the contract agreement :
- i. give or propose improper inducement directly or indirectly,
  - ii. distortion or misrepresentation of facts
  - iii. engaging or being involved in corrupt or fraudulent practice
  - iv. interference in participation of other prospective bidders.
  - v. coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceeding
  - 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.
  - 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 the notification of award of contract

#### **11. Blacklisting Consultant**

- 11.1 Without prejudice to any other right of the Client under this Contract, Public Procurement Monitoring Office may blacklist a Consultant for his conduct up to three years on the following grounds and seriousness of the act committed by the consultant without prejudice to any other rights of the Client under rights under this Contract:
- a) if it is proved that the bidder committed acts pursuant to the Information to Consultants GCC 10.2,
  - b) if the consultant fails to sign an agreement pursuant to Information to Consultants clause 7.3,
  - c) if it is proved later that the consultant has committed substantial defect in implementation of the contract or has not substantially fulfilled his obligations under the contract or the completed work is not of the specified quality as per the contract ,
  - d) if convicted by a court of law in a criminal offence which disqualifies the bidder from participating in the contract.
- 11.2 A Consultant declared blacklisted and ineligible by the Public procurement Office and or concerned Donor Agency in case of donor funded project shall be ineligible to bid for a contract during the period of time determined by the PPMO and or the concerned donor agency.



### III. Special Conditions of Contract

Number Of GCC

Clauses 2

Amendments Of, And Supplements To, Clauses In The General  
Conditions of Contract

1.6.1 The addresses are:

**Client: Maintenance Branch**

**Address: Chakupat, Lalitpur**

**Telex: 01-5529075**

**Facsimile:**

**E-mail:**

**Consultants: .....**

Address:

Telex:

Facsimile:

E-mail:

1.6.2 Notice will be deemed to be effective as follows:

(a) in the case of personal delivery of registered mail, on delivery;

1.9 The Authorized Representatives are:

For the Client: **Maintenance Branch, Chakupat, Lalitpur,**  
**Maintenance Branch**

For the Consultants: .....

2.2 The time period shall be Two **Month** from the date of contract agreement

3.4 **Limitation of the Consultants' Liability towards the Client**

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

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

and

(ii) for any direct loss or damage that exceeds (A)

the total payments for professional fees and reimbursable expenditures made or expected to be made to the Consultants hereunder, or (B)

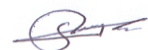
the proceeds the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (A) or (B) is higher.

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

6.1(b) The ceiling in local currency is: **NRs -----** (With VAT)

6.5 a) Retention: 5 % of the invoice amount

6.6 Liquidated Damages: at the rate of 0.05 % of contract price per day to a maximum of 10% of the sum stated in the Agreement



### 8.3 Appointment of the Adjudicator

Appointing Authority: *Nepal arbitration Council, NEPCA*

8.4 ( c) Disputes shall be settled by arbitration in accordance with the following provisions:

#### 1. Selection of Arbitrators.

Each dispute submitted by a Party to arbitration shall be heard by an arbitration panel composed of three arbitrators. The Client and the Consultants shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by *Nepal Arbitration Council (NEPCA) and the* arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of *NEPCA*.

**2. Substitute Arbitrators.** If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.

**3. Miscellaneous.** In any arbitration proceeding hereunder:

- (a) Proceedings shall, unless otherwise agreed by the Parties, be held in *Kathmandu*;
- (b) the English/*Nepali* language shall be the official language for all purposes; and
- (c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement

### Appendix B-Reporting Requirement and Mode of Payment

#### a) Reporting Requirement

All reports shall be prepared in English and the system of measurement shall be in the metric system except otherwise mentioned. Inception report shall be submitted in two copies, Draft report shall be submitted in three copies to DoR, while final report shall be submitted in three hard copies and in digital format. All reports except drawings shall be in A4 size paper.

Scales and sizes of the drawings shall be agreed upon between the consultant and DoR at the beginning of the conceptual planning stage. Preference shall be given to A3 and A2 size. Scale of the drawing should be as follows:

- Plan, section, elevation – 1:100
- Details – 1:25, 1:10, 1:5 (as per the requirement of the detail)
- site plan – 1:200
- Site plan of the whole site – 1:500

