



नेपाल सरकार
भौतिक पूर्वाधार तथा यातायात मन्त्रालय
सडक विभाग
पुल महाशाखा
बबरमहल, काठमाडौं
सूचना नं. ०५/०७१/७२
मिति २०७१/८/२७

Request for Proposal

चालु तथा आगामी आ.व. मा मर्मत सम्भारमा जाने विभिन्न पुलहरुको विस्तृत मर्मत डिजाइनको लागि यस महाशाखाको सूचना नं. ०३/०७१/७२ सडक विभागको Website www.dor.gov.np तथा नेपाल समाचार पत्रमा सूचना प्रकाशित गरि माग गरिएको Expression Of Interest (EOI) अनुसार प्राप्त हुन आएका EOI हरु सार्वजनिक खरिद ऐन, २०६३ को दफा ३० बमोजिम Packaging सहितको सूचि तयार गरि सोही ऐनको दफा ३१ बमोजिम Technical & Financial Proposal सहितको Request for Proposal (RFP) यस महाशाखाबाट (कोठा नं. ३०६) प्राप्त गर्न सकिने छ र मिति २०७१/१०/२० भित्र बुझाउनु पर्नेछ । उपरोक्त RFP सडक विभागको Website www.dor.gov.np बाट पनि Download गरी Submit गर्न सकिने व्यहोरा सम्बन्धित सबैको जानकारीको लागि यो सूचना प्रकाशित गरिएको छ । साथै उपरोक्त विवरण यस महाशाखाको सूचना पाटीमा पनि टाँसिएको छ ।

उप-महानिर्देशक
पुल महाशाखा



Package No: BB-320-BM-071/72-01

S. No.	Firms Name
1	National Consultant JV National Engineering Research & Management Services (P) Ltd, Shamakhushi Kathmandu
2	Digicom Engineering Consult (P) Ltd, Grid Nepal Design Associated (P) Ltd, RND Centre (P) Ltd JV, Kupondole Lalitpur
3	GEOCE Consultants (P) Ltd JV with Swati Consultant (P) Ltd, Sanepa Lalitpur
4	Globe Engineering Associates (P) Ltd JV Prestige Consulting (P) Ltd & Everest Designers League (P) Ltd, Balkhu Kathmandu
5	Full Bright Consultancy (P) Ltd, Sinamangal Kathmandu
6	Silt Consultants (P) Ltd JV Sitara Consult (P) Ltd, Rajdevi Engineering Consultants (P) Ltd, Rato pul Kathmandu
7	RIDC (P) Ltd, Baneshwor Kathmandu

Package No: BB-320-BM-071/72-02

S. No.	Firms Name
1	RARA Engineering Consultant (P). Ltd . In Association with RIDARC Drilling and Geotechnical (P). Ltd, Sainbu Lalitpur
2	Multi Disciplinary Consultant (P) Ltd, Kupondole Lalitpur
3	Everest Engineering Consultant JV Ritu Consultants JV, Baneshwor Kathmandu
4	Northstar Engineering Consultant (P) Ltd JV Pashupati Drilling & Geo technical services (P) Ltd, Bakundole Lalitpur
5	Geocom Nepal Consult (P) Ltd JV Civil Engineering Research & Consultancy (P) Ltd & Sakhuwa Engineering Consultancy (P) Ltd, Kritipur Kathmandu
6	UNEC (P) Ltd, Jwagal Kathmandu
7	Beam Consultant (P) Ltd JV Dream Geo Lab (P) Ltd, Bakundole Lalitpur

Package No: BB-320-BM-071/72-03

S. No.	Firms Name
1	National Consultant (P) Ltd, Shamakhushi Kathmandu
2	Material Test (P) Ltd JV Mile stone Design & Planning Consult (P) Ltd & ECN Consultancy (P) Ltd, Baneshwor Kathmandu
3	Engineering Consultancy for Constructive Development Efforts in Nepal (ECOCODE NEPAL) JV NGC (P) Ltd, Jwagal Lalitpur
4	Bridge Consultancy (P) Ltd, Jhamsikhel Kathmandu
5	Naya Rastriya Engineering Consultancy Pvt. Ltd, Jwagal Lalitpur
6	TMS JV CARD & SIDEF, Kamalpokhari Kathmandu
7	Nepal Development Engineering Consultancy (P) Ltd JV AZAD Consultants & Agni Boring & Soil Test (P) Ltd, Sanepa Lalitpur





Government of Nepal
Ministry of Physical Infrastructure and Transport
Department of Roads
Bridge Branch
Babarmahal, Kathmandu

REQUEST FOR PROPOSAL

RFP No. : BB-320-BM-071/72
Package: 1,2,3

Title of Consulting Service:

DESIGN OF MAINTENANCE / REPAIR WORKS OF BRIDGES

Office Name: Department of Roads, Bridge Branch

Office Address: Babarmahal, Kathmandu

Financing Agency: Government of Nepal

Kathmandu
Poush, 2071



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Section 1. Letter for RFP

Government of Nepal
Ministry of Physical Infrastructure and Transport
Department of Roads
Bridge Branch

Request for Proposal (RFP)

1. Government of Nepal has allocated fund toward the cost of Bridge Maintenance and intends to apply a portion of this fund to eligible payments under this Contract.
2. The Department of Roads, Bridge Branch invites sealed RFP from registered domestic consultants for the following consulting services

Package No	Description of Services	Name of bridges	Remarks
BB-320-BM-071/72-01	Design of Maintenance/ Repair Works of Bridges	Dhukure, Jhapa Bhalu Khola, Jhapa Geuria, Jhapa Gerukhi, Mahottari Banke Branch, Sarlahee Kamala, Siraha Amaha, Saptari Ratu Chahara, Mahottari Khando, Saptari Mahuli, Saptari Sundari - 1, Saptari Jarlahi, Mahottari Bankhe, Mahottari Amuwa, Sarlahee Phuljor, Sarlahee Kalinjor - 1, Sarlahee Bastol, Sarlahee Chandi, Rautahat Mahuli - 1, Saptari Mawa Branch, Morang	20 bridges
BB-320-BM-071/72-02	Design of Maintenance/ Repair Works of Bridges	Manohara River, Kathmandu Nallu, Lalitpur Sankheshwori khola, Kavrepalanchowk Bhalam Khola, Lamjung Risti Khola, Lamjung Bagmati, Kathmandu Bagmati River, Kathmandu Bishnumati, Kathmandu Mauri, Chitawan Charaundi, Dhading Karmanasa, Lalitpur Bishnumati, Kathmandu Thade Khola, Tanahu Kumle Khola, Tanahu Mukunde, Nawalparasi Ratu, Dhanusha Dui Number, Bara Dudhaura, Bara Baijura, Bara Barahakilo, Bara	20 bridges

BB-320-BM-071/72-03	Design of Maintenance/ Repair Works of Bridges	Godabari,Kaiali Golmagad River, Doti Gudi-Bagh Khola, Doti Bhageshwor Khola, Doti Babai, Bardiya Gopi Nala, Dang Dolai Nala, Dang Shingai Khola, Dang Shingai Khola Branch, Dang Rora River, Kailali Paruwa Sota, Banke Muguwa, Banke Jhuri Khola, Banke Gantahawa, Banke Lumba Khola, Banke Simal Sota, Dang Bhansi Khola, Kanchanpur Chameliya River, Baitadi Banara River, Kanchanpur Narshing khola(Dry Nala), Rupandehi	20 bridges
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3. Details on the services are provided in Terms of Reference (Please visit DOR website <http://www.dor.gov.np> e-procurement section Further information may obtained from the office of Bridge Branch, Babar Mahal (Room No. 306), Tel: 4262693 ext 2310 or 2305
4. A consultant will be selected under **Quality and Cost-Based Selection (QCBS)** and procedures described in this RFP.
5. Sealed Proposal consisting of Technical proposal and financial proposal in separate envelope as stated in RFP must be submitted to Room No. 306, Department of Roads, Babar Mahal Kathmandu on or before 12:00 hours, 30th day. Proposals received after the deadline will not be entertained.
6. Received Technical Proposal shall be opened in the presence of firm representatives who choose to attend at 13:00 hours on the same day at Room No. 324, Department of Roads, Babar Mahal Kathmandu.
7. If the last date of submission and opening falls on a government holiday, then the next working day shall be considered as the last day.
8. The Employer reserves the right to accept or reject, wholly or partly any or all the bids or cancel the bidding process without assigning any reason, whatsoever.

Deputy Director General

Bridge Branch



Section 2. Information to Consultants

- 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 licences and permits needed to carry out the services, and make available relevant project data and reports.
- 1.5 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.
- 1.6 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.

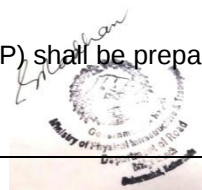
3.7 The Financial Proposal should include all duties, taxes and other levies , and other charges imposed under the applicable law payable by the Consultant under the Contract or for any other cause.

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,

4.1 The original proposal (TP and FP) shall be prepared in indelible ink. It



Receipt, and Opening of Proposals

shall contain no interlineations or overwriting, except as necessary to correct errors made by the consultant itself. Any such corrections must be initialled by the persons or person who sign(s) the proposals.

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

5. Proposal Evaluation

General

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

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

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



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

Public Opening and Evaluation of Financial Proposals (CBS Only)

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

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

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

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

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

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

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

5.11 In case of QCBS and FBS with financial proposal within specified fixed budget ceiling, the lowest Financial Proposal (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 fulfil 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 carry out the following acts with an intention to influence the implementation of the procurement process or the procurement agreement :

- a. give or propose improper inducement directly or indirectly,
- b. distortion or misrepresentation of facts
- c. engaging or being involved in corrupt or fraudulent practice
- d. interference in participation of other prospective bidders.
- e. coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceedings,
- f. collusive practice among consultants before or after submission of proposals for distribution of works among consultants or fixing artificial/uncompetitive proposal price with an intention to deprive the Client the benefit of open competitive proposal price.
- g. contacting the Client with an intention to influence the Client with regards to the proposals or interference of any kind in examination and evaluation of the proposals during the period after opening of proposals up to the notification of award of contract

10. Blacklisting Consultant

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

- a) if it is proved that the bidder committed acts pursuant to the Information to Consultants clause 9.2,



- b) if the bidder fails to sign an agreement pursuant to Information to Consultants clause 7.3,
 - c) if it is proved later that the bidder/contractor has committed substantial defect in implementation of the contract or has not substantially fulfilled his obligations under the contract or the completed work is not of the specified quality as per the contract
 - d) if convicted by a court of law in a criminal offence which disqualifies the consultant from participating in the contract.
 - e) if it is proved that the contract agreement signed by the consultant was based on false or misrepresentation of consultant's qualification information,
 - f) other acts mentioned in the Data Sheet or SCC
- 10.2 A Consultant declared blacklisted and ineligible by the Non-Public procurement Office and or concerned Donor Agency in case of donor funded project shall be ineligible to bid for a contract during the period of time determined by the GON and or the concerned donor agency.



Information to Consultants

DATA SHEET

Clause Reference

1.1	The name of the Client is: <i>Department of Roads, Bridge Branch</i> <i>Babar Mahal, Kathmandu</i> The method of selection is: Quality- and Cost-Based Selection (QCBS)
1.2	The name and objectives of the assignment are: Name : Design of Maintenance / Repair Works of Bridges and intends to apply a portion of this fund to eligible payments under this Contract. Objectives: Design of Maintenance / Repair Works of Bridges as per TOR
1.3	A pre-proposal conference will be held: Yes (on 15th day from the date of issuance of RFP at DoR Hall 1 PM) The name(s), address(es), and telephone numbers of the Client's official(s) are: Name: Saroj Kumar Pradhan Address: Bridge Branch, Department of Roads Telephone No. : 01-4262693 ext 2312
1.4	The Client will provide the following inputs: NA
1.10	The clauses on fraud and corruption in the Contract are: As per prevailing laws of Nepal
2.1	Clarifications may be requested 7 days before the submission date The address for requesting clarifications is: Department of Roads Bridge Branch Babar Mahal Kathmandu Nepal
3.1	Proposals should be submitted in the following language(s): English
3.3	(i) Consulting firms/entity may associate/sublet with other Consulting firms/entity . Consulting firm should take early approval (Before starting the actual work) from client to sublet the work including basic qualification of proposed firm. The sublet firm must have similar work experience.



	The firm can sublet the work up to 33% (ii) The estimated number of professional staff-months required for the assignment is: As per TOR (iii) The minimum required experience of proposed professional staff is: As per TOR (iv) Reports that are part of the assignment must be written in the following language(s): English																						
3.4	Training is a specific component of this assignment: No Additional information in the Technical Proposal includes: See TOR																						
3.9	Proposals must remain valid 90 days after the submission date.																						
4.3	Consultants must submit an original and no additional copies of each proposal.																						
4.4	The proposal submission address: Department of Roads Bridge Branch Babarmahal Kathmandu, Nepal Information on the outer envelope should also include : Name of the Project or consulting services Technical Proposal and Financial Proposal (Separate in Two Envelope)																						
4.5	Proposals must be submitted no later than: As mentioned in the Letter of Invitation																						
5.1	The address to send information to the Client is: Department of Roads Bridge Branch Babarmahal Kathmandu, Nepal																						
5.3	The number of points to be given under each of the evaluation criteria are: <table> <thead> <tr> <th></th><th style="text-align: right;"><u>Points</u></th></tr> </thead> <tbody> <tr> <td>(i) Relevant experience of the consultants</td><td style="text-align: right;">10</td></tr> <tr> <td>(ii) Understanding of the TOR and Methodology of work</td><td style="text-align: right;">40</td></tr> <tr> <td>(iii) Qualifications and competence of the proposed key personals</td><td style="text-align: right;">45</td></tr> <tr> <td>(iv) Technology Transfer and training</td><td style="text-align: right;">5</td></tr> <tr> <td>Total Points</td><td style="text-align: right;">100</td></tr> </tbody> </table> The number of points to be given under each evaluation sub criteria are: <table> <thead> <tr> <th></th><th style="text-align: right;"><u>Points</u></th></tr> </thead> <tbody> <tr> <td>1. Relevant experience of the consultants</td><td style="text-align: right;">10</td></tr> <tr> <td>2. Understanding of the TOR and Methodology of work</td><td style="text-align: right;">40</td></tr> <tr> <td> a. Understanding of the TOR</td><td style="text-align: right;">5</td></tr> <tr> <td> b. Technical approach and methodology</td><td style="text-align: right;">20</td></tr> </tbody> </table>		<u>Points</u>	(i) Relevant experience of the consultants	10	(ii) Understanding of the TOR and Methodology of work	40	(iii) Qualifications and competence of the proposed key personals	45	(iv) Technology Transfer and training	5	Total Points	100		<u>Points</u>	1. Relevant experience of the consultants	10	2. Understanding of the TOR and Methodology of work	40	a. Understanding of the TOR	5	b. Technical approach and methodology	20
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a. Understanding of the TOR	5																						
b. Technical approach and methodology	20																						

	c. Relevant task schedule 5 d. Manning schedule 5 e. Innovativeness 5 3. Qualification and competence of the proposed personnel 45 a. Team Leader(Bridge/Structural engineer) 20 Education 4 General Experience 3 Specific Experience 10 Position Held 3 b. Geotechnical engineer 15 Education 3 General Experience 2 Specific Experience 10 c. Hydrologist 10 Education 2 General Experience 1 Specific Experience 7 4. Technology transfer and training 5 Minimum total technical score required to pass is 65%
5.8	<u>The fixed Budget Ceiling for the assignment is : N/A</u>
5.10	The formula for determining the financial scores is the following: <i>[Either $Sf = 100 \times Fm/F$, in which Sf is the financial score, Fm is the lowest price and F the price of the proposal under consideration, or another proportional linear formula]</i> The weights given to the technical and Financial Proposals are: T (Technical Proposal) = 0.80 and P (Financial Proposal) = 0.20
6.1	The address for negotiations is: Department of Roads Bridge Branch Babar Mahal Kathmandu, Nepal
7.6	The assignment is expected to commence on 7 th day from the signing of the contract



- 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: The *Department of Roads, Bridge Branch, Babar Mahal, Kathmandu*

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for.....
[Title of consulting services] in accordance with your Request for Proposal dated.....
[Date] and our Proposal. We are hereby submitting our Proposal, which includes this
Technical Proposal, and a Financial Proposal sealed under a separate envelope.

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

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

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Consultant:

Address:



3B. CONSULTANT'S REFERENCES

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

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

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

Consultant's Name: _____



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

On the Terms of Reference:

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

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

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

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



3E. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff		
Name	Position	Task

2. Support Staff		
Name	Position	Task



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

Proposed Position: _____

Name of Consultant: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Consultant/Entity: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

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

Education:

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

Employment Record:

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

Languages:

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

Certification:

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

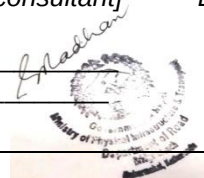
[Signature of staff member and authorized representative of the consultant]

Date: _____

Day/Month/Year

Full name of staff member: _____

Full name of authorized representative: _____



3G. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

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

Full-time: _____
 Reports Due: _____
 Activities Duration: _____

Part-time: _____

Signature: _____
 (Authorized representative)

Full Name: _____

Title: _____

Address: _____



3H. ACTIVITY (WORK) SCHEDULE

A. Field Investigation and Study Items

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

B. Completion and Submission of Reports

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



Section 4. Financial Proposal - Standard Forms

- 4A. Financial Proposal submission form.
- 4B. Summary of costs.
- 4C. Breakdown of price per activity. (Not Applicable)
- 4D. Breakdown of remuneration per activity. (Not Applicable)
- 4E. Reimbursable per activity. (Not Applicable)
- 4F. Miscellaneous expenses. (Not Applicable)



4A. FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To:

*Department of Roads,
Bridge Branch,
Babar Mahal, Kathmandu*

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for Design of Maintenance / Repair Works of Bridges in accordance with your Request for Proposal dated[Date] and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of

.....
[Amount in words and figures].

This amount is inclusive of the local taxes except Value Added Tax(VAT), which we have estimated at

.....
[Amount(s) in words and figures].

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

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

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Consultant:

Address:



4B. SUMMARY OF COSTS

SEE ATTACHED BILL OF QUANTITIES(PLEASE SELECT AND FILL ONLY THE APPROPRIATE BILL OF QUANTITIES FROM THE PROVIDED LIST IN WHICH YOU ARE SHORTLISTED FOR SUBMISSION OF RFP)



Section 5: TERMS OF REFERENCE

TERMS OF REFERENCE For DESIGN OF MAINTENANCE / REPAIR WORKS

1. Introduction:

Department of Roads, the organization responsible for overall management of strategic Roads in Nepal. Bridges are the major component of a reliable and efficient road system, facilitating movement of goods and passenger throughout the year. The Department has already constructed over 1400 bridges. The Department has responsibility to maintain and preserve these bridge assets of the strategic road network. Early and timely planned maintenance is essential in order to prolong the intended life of the bridge structures and to achieve optimum utilization of the scarce financial resources of the country. In last few years, some of the bridges are demanding greater degree of maintenance activities as those bridges safety and serviceability conditions are at higher degree of risk. Therefore, the Department of Roads, Bridge Branch (herein after referred as "the DOR" or as "the Department"), intends to utilize services of engineering consulting firm/s experienced in the field of Motorable Bridge Design and/or Maintenance for providing engineering consulting services for Design of Maintenance/Repair Works of bridges.

2. Objectives:

The objectives of this study are:

- to record existing bridge conditions systematically
- to assess structural integrity of the bridge for its safe use
- to evaluate adequacy of the bridge structures in terms of safety to cater the existing traffic movements;
- to provide design and drawings of the bridge components that need to be repaired / replaced to make the bridge usable;
- to prepare a detailed cost estimate for maintenance / repair / rehabilitation works;
- to suggest / recommend monitoring mechanism to check safety and serviceability of the bridge for the future;

3. Scope of Works:

3.1 Bridges inspection and Recording

Using the Inspection Manual as a guide, complete the appropriate inspection report forms. Use separate inspection forms other than that suggested in the Manual, if the consultant feels necessary. The condition, extent and urgency are noted in the form. Also identify the required maintenance items and record in appropriate forms / sheets.

3.2 Preparation of General Arrangement of the Bridge



A General Arrangement of the existing bridge shall be prepared and all the relevant features such as bank conditions, slope conditions and any other features that has relevance in undertaking maintenance / safety of the bridge. The general arrangement prepared during the design and construction of the bridge shall be used as base map as far as possible. If it is not available, then it shall be prepared by noting down existing features of the bridge and ground conditions.

3.3 Bridge Condition Assessment and Evaluation

The existing conditions of the bridge shall be assessed in detail to identify any defects / damages in the bridge. The bridge condition shall be evaluated to check its serviceability and safety conditions for the existing and expected traffic volume in its estimated service life.

3.4 Preparation of Maintenance Design and Drawings

Based on the bridge condition assessment and evaluation report, all the bridge components/parts requiring maintenance/repair/replacement, design and drawings shall be prepared.

3.5 Preparation of Cost Estimate

A detailed cost estimate of the bridge maintenance works shall be prepared. The departmental norms and specification shall be used for the maintenance and repair works. For the items for which departmental norms and specifications are not available, the consultant shall provide the estimates of such items by following norms used in other agencies for similar works. Specifications shall also be provided by the consultant for items which are not available in approved specification of the Department of Roads.



3.6 Miscellaneous

If not covered by aforesaid, the Consultants shall perform other studies, explorations, tests surveys, calculations, etc. required to produce full and complete set of working drawings, specifications, bills of quantities, requirement of materials and complete cost estimates for the bridge/s including related works based upon which construction activities can be started to complete without further study and/or reference to them.

4. Reporting

In accordance with DOR's standard and procedures the consultant shall submit reports as under:

4.1 Field Report

This report will contain General Arrangement of the existing bridge showing overall bridge site condition, bridge type etc. Field report shall be submitted to DOR in two copies and should be discussed with DOR. This should contain Index map as well as location map of the bridge with respect to complete road network of the district.

4.2 Preliminary Maintenance Design Report

This report shall contain the preliminary maintenance design concepts and short descriptions relating to the proposed structure and its major components, e.g. superstructure, pier, foundations river training/ bank protection structures, approach road etc. This report shall be submitted in **two** copies and the content shall be discussed with DOR **before proceeding to the detailed design of the bridge. The DOR may also ask to present the Preliminary Design Report to the DOR audience.** The cost of such presentation shall be borne by the Consultants.

4.3 Draft Report

This report shall in all respect be complete, containing all the required components of the design and be presented in clear and easy to refer formats as per the general design guidance attached. The report shall consist of Main Report, Drawings, Design Calculations, BOQ and Special Provisions to Standard Specifications, if any

(i) Appendices

4.4 Presentation of the Draft Report

The Consultants shall present the maintenance design report in specified format and defend it to the DOR audience prior to the submission of the final report. They shall review the issues raised during the presentation while finalizing the report and make necessary amendments/corrections if needed. The date and venue of the presentation shall be determined by mutual agreement between the Bridge Branch and the consultants. The cost of such presentation shall be borne by the consultants.

4.5 Final Report

Apart from the presentation, the DOR/Bridge Branch will verify the content of the report against the Terms of Reference and the checklist (if any). The DOR may also discuss upon the technical content of the report and may suggest some changes if thought necessary. While preparing the Final Report the consultants shall consider the comments/suggestions and make corrections or amendments if required. It does not, however, relieve the consultants of their responsibility over the technical content of the design. The final report shall be submitted in three number of hard copies and two numbers of soft copies (electronic copies in CD-ROM).

5. Time Schedule



If not indicated otherwise in the contract documents the consultant shall complete the assigned works as per the following schedule:

- **Field Report** within 4 (four) weeks started from the date of signing of the Contract.
- **Preliminary Maintenance Design Report** within 6(six) weeks started from the date of signing of the Contract.
- **Draft Report** within 10 (ten) weeks started from the date of signing of the Contract.
- **Final Report** within 1 (one) weeks after receiving DoR's Comments and suggestions on the draft report.

6 WORKING TEAM

The working team for field and office works should necessarily consist of the following Key Personnel together with adequate supporting manpower.

SN	Personnel	Preferred academic qualification	Minimum years of Specific experience
1	Team Leader (Bridge/Structural Engineer)	Master's in Bridge / Structural Engineering	10 years
2	Geotechnical Engineer / Engineer Geologist / Geologist	Master's in Geotechnical Engineering / Engineering Geology / Geology	5 years
3	Hydrologist	Master's degree in Hydrology/ Water Resource Engineering	5 years



Section 6: Standard Form of Contract

Government of Nepal
Ministry of Physical Infrastructure & Transport
Department of Roads
Bridge Branch
Babarmahal, Kathmandu

CONTRACT AGREEMENT

OF

DESIGN OF MAINTENANCE / REPAIR WORKS OF BRIDGES

Between

Bridge Branch
Babarmahal, Kathmandu

And

[Name of the Consultants]

----- 2071



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I. Form of Contract

This CONTRACT (hereinafter called the "Contract") is made the -----[day] day of the month of -----[month], -----[year], between, on the one hand, Bridge Branch, Babarmahal , Kathmandu [name of client] (hereinafter called the "Client") and, on the other hand, -----[name of consultants] (hereinafter called the "Consultants")./ a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultants' obligations under this Contract, namely,

[name of consultants] and [name of consultants] (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 **[Not Used]**
 - Appendix F: Form of Guarantee for Advance Payments
 - Appendix G: Minutes of Negotiations Meetings **[Not Used]**
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 [name of client]

[Authorized Representative]



For and on behalf of *[name of consultants]*

[Authorized Representative]

[Note: *If the Consultants consist of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]*

For and on behalf of each of the Members of the Consultants

[name of member]

[Authorized Representative]

[name of member]

[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. "Foreign Currency" means any currency other than the currency of the Government;
- f. "GCC" means these General Conditions of Contract;
- g. "Donor" means the organization offering loan, credit or grant to GoN
- h. "Local Currency" means the currency of the Government;
- i. "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;
- j. "Party" means the Client or the Consultants, as the case may be, and "Parties" means both of them;
- k. "Personnel" means persons hired by the Consultants or by any Sub consultant 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 GC 4.2(a);
- l. "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- m. "Services" means the work to be performed by the Consultants pursuant to this Contract, as described in Appendix A hereto;
- n. "Sub consultant" 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;
- o. "Third Party" means any person or entity other than the Government, the Client, the Consultants or a Sub consultant.

1.2 Relation between the

Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between

Parties	the Client and the Consultants. The Consultants, subject to this Contract, have complete charge of Personnel and Sub consultants, 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 Contract	This Contract, its meaning and interpretation, and the relation 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 SC.
1.10 Taxes and Duties	Unless otherwise specified in the SCC, the Consultants, Sub consultants 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 four 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 Entire Agreement

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

2.6 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties and, if applicable, shall not be effective until the consent of the Donor, has been obtained. Pursuant to Clause GCC 7.2 hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.

2.7 Force Majeure

2.7.1 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 Sub consultants 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.

2.7.2 No Breach of Contract

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

2.7.3 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 fulfil 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.

2.7.4 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.

2.7.5 Payments

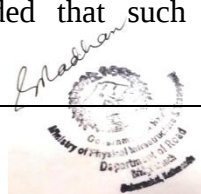
During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to continue to be paid under the terms of this Contract as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Services after the end of such period.

2.7.6 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.

2.8 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.

2.9 Termination

2.9.1 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 GC 2.9.1, 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 GC 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.

2.9.2 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 GCC 2.9.2, 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.

2.9.3 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.

2.9.4 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.

2.9.5 Payment upon Termination

Upon termination of this Contract pursuant to Clauses GCC 2.9.1 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 2.9.1 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.

- 2.9.6 Disputes about Events of Termination** If either Party disputes whether an event specified in paragraphs (a) through (e) of Clause GCC 2.9.1 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 Sub consultants 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 Sub consultants, as well as the Personnel of the Consultants and any Sub consultants, 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 GC 3.1.3 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 Sub consultants, 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 Sub consultant and any entity affiliated with such Sub consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.3 Prohibition of Conflicting Activities

The Consultants shall not engage, and shall cause their Personnel as well as their Sub consultants 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 SC.

- 3.3 Confidentiality** The Consultants, their Sub consultants, 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 Sub consultants to take out and maintain, at their (or the Sub consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, 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 periodically, 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 (iii) shall permit the Donors to inspect the Consultant's accounts and records relating to the performance of the Consultant and to have them audited by auditors approved by the Donors, if so required by the Donors.
- 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 Sub consultant 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 Sub consultant 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 Sub consultants

4.1 General

The Consultants shall employ and provide such qualified and experienced Personnel and Sub consultants 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 Sub consultants 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 and (in the case of Key Personnel to be used within the country of the Government) a copy of a satisfactory medical certificate in the form attached hereto as Appendix D. 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 and (if applicable) such certificate, such Key Personnel shall be deemed to have been approved by the Client.

4.4 Working Hours, Overtime, Leave, etc.

- a. Working hours and holidays for Key Personnel are set forth in Appendix E hereto. To account for travel time, foreign Personnel carrying out Services inside Nepal shall be deemed to have commenced (or finished) work in respect of the Services such number of days before their arrival in (or after their departure from) Nepal as is specified in Appendix E hereto.
- b. The Key Personnel shall not be entitled to be paid for

overtime nor to take paid sick leave or vacation leave except as specified in Appendix E hereto, and except as specified in such Appendix, the Consultants' remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set forth in Appendix C. Any taking of leave by Personnel shall be subject to the prior approval by the Consultants who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.

4.5 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.

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.

4.6 Resident Project Manager

If required by the SC, the Consultants shall ensure that at all times during the Consultants' performance of the Services in Nepal a resident project manager, acceptable to the Client, shall take charge of the performance of such Services.

5. Obligations of the Client

5.1 Assistance and Exemptions Unless otherwise specified in the SCC, the Client shall use its best efforts to ensure that the Government shall:

- a. provide the Consultants, Sub consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultants, Sub consultants or Personnel to perform the Services;
- b. arrange for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in Nepal;
- c. facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Personnel and their eligible dependents;
- d. issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;
- e. exempt the Consultants and the Personnel and any Sub consultants employed by the Consultants for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;
- f. grant to the Consultants, any Sub consultant and the Personnel of either of them the privilege, pursuant to the Applicable Law, of bringing into Nepal reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Personnel and their dependents and of withdrawing any such amounts as may be earned therein by the Personnel in the execution of the Services; and
- g. provide to the Consultants, Sub consultants and Personnel any such other assistance as may be specified in the SCC.

5.2 Access to Land The Client warrants that the Consultants shall have, free of charge, unimpeded access to all land in Nepal in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify the Consultants and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultants or any Sub consultant or the Personnel of either of them.

- 5.3 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).
- 5.4 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 F at the times and in the manner specified in said Appendix F, 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.
- 5.5 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.
- 5.6 Counterpart Personnel**
- a. If so provided in Appendix F hereto, the Client shall make available to the Consultants, as and when provided in such Appendix F, and free of charge, such counterpart personnel to be selected by the Client, with the Consultants' advice, as shall be specified in such Appendix F. Counterpart personnel shall work under the exclusive direction of the Consultants. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultants, which is consistent with the position occupied by such member, the Consultants may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.
 - b. If counterpart personnel are not provided by the Client to the Consultants as and when specified in Appendix F, the Client and the Consultants shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultants as a result thereof pursuant to Clause GCC 6.1(c) hereof.
- 6. Payments to the Consultants**
- 6.1 Cost Estimates; Ceiling Amount**
- a. An estimate of the cost of the Services payable in foreign currency is set forth in Appendix G. An estimate of the cost of the Services payable in local currency is set forth in Appendix H.



- 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 foreign currency and in local currency specified in the SC. 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, 5.4 or 5.6 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. Subject to the ceilings specified in Clause GC 6.1(b) hereof, the Client shall pay to the Consultants (i) remuneration as set forth in Clause GCC 6.2(b), and (ii) reimbursable expenditures as set forth in Clause GCC 6.2(c). If specified in the SCC, said remuneration shall be subject to price adjustment as specified in the SCC.
- b. 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.
- c. Reimbursable expenditures actually and reasonably incurred by the Consultants in the performance of the Services, as specified in Clause SCC 6.3(b).

6.3 Currency of Payment

- a. Foreign currency payments shall be made in the currency or currencies specified as foreign currency or currencies in the SCC, and local currency payments shall be made in the currency of the GoN.
- b. The SCC shall specify which items of remuneration and reimbursable expenditures shall be paid, respectively, in foreign and in local currency.

6.4 Mode of Billing and Payment

Billings and payments in respect of the Services shall be made as follows:

- a. The Client shall cause to be paid to the Consultants an advance payment as specified in the SCC, 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 (or amounts) and in a currency (or currencies)

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.

- b. As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, 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. Separate monthly statements shall be submitted in respect of amounts payable in foreign currency and in local currency. Each such separate monthly statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenditures. 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 authorised 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



accounts of the Consultants specified in the SCC.

6.5 Retention

- a. The Client shall retain from each payment due to the Consultant 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 is 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 may 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 GC 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 or Dispute

Resolution Board (DRB) by either Party as specified in the SCC within 15 days after the amicable settlement period of 30 days.

**8.3. Appointment
of the
Adjudicator/
DRB members**

- a. The Adjudicator if specified in the SCC 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

or

- a. The DRB if specified in SCC shall be formed within 30 days of the commencement date of the contract. The Dispute Resolution Board (DRB) shall comprise of three members. Each Party shall appoint one member each and the third member who shall act as the Chairman shall be appointed by the two members appointed by the Parties
- b. If a DRB member declines to act or is unable to act as a result of death, disability, resignation or termination of appointment, a replacement shall be appointed in the same manner as the replaced member was required to have been appointed.

**8.4. Procedures
for Disputes**

- a. If a dispute is referred to the Adjudicator or the DRB pursuant to GCC Clause 8,2 then the the Adjudicator or the DRB shall give a decision in writing within 30 days of receipt of a reference of the dispute.
- b. The Adjudicator or the DRB Members shall be paid by the hour at the rate specified in the SCC, together with reimbursable expenses of the types specified in the SC, and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator or DRB. Either party may refer a decision of the Adjudicator or DRB to an Arbitrator within 30 days of the Adjudicator's or DRB's written decision. If neither party refers the dispute to arbitration within the above 30 days, the Adjudicator's or the DRB'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 the institution named and in the place shown in the SCC.

9. Remedies for Breach of Contract

Without prejudice to ny 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 fulfil 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 consultants.
- v. coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceedings,
- 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 then 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 consultant committed acts pursuant to 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 Clause Amendments Of, And Supplements To, Clauses In The General Conditions Of Contract

1.6.1	The addresses are : Client: Address: The Bridge Branch Attention: DDG, Department of Roads Cable address: NA Telex: NA Facsimile: 977-1-4262993 Consultants: Address: Attention: Cable address: Telex: Facsimile: E-mail:
1.6.2	Notice will be deemed to be effective as follows: (a) in the case of personal delivery or registered mail, on delivery; (b) in the case of telexes, <i>[written hours]</i> (<i>[numerical hours]</i>) hours following confirmed transmission; Not Applicable (c) in the case of telegrams, <i>[written hours]</i> (<i>[numerical hours]</i>) hours following confirmed transmission; and Not Applicable (d) in the case of facsimiles, <i>[written hours]</i> (<i>[numerical hours]</i>) hours following confirmed transmission Not Applicable (e) in case of E-mail, <i>[written hours]</i> (<i>[numerical hours]</i>) hours following confirmed transmission Not Applicable
1.8	The Member in Charge is <i>[To be named during contract]</i>.
1.9	The Authorized Representatives are: For the Client: The Project Manager(to be named during agreement) For the Consultants: [to be named during agreement]
2.2	The time period shall be 15 Days or such other time period as the parties may agree in writing.

2.3 The time period shall be **15 Days** or such other time period as the parties may agree in writing.

2.4 The time period shall be **15 Days** or such other time period as the parties may agree in writing.

3.2.3(b) NA

3.4

“3.4 Limitation of the Consultants’ Liability towards the Client

- (a) Except in case of gross negligence or wilful 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.”

3.5 **Not Applicable**

3.7(c) The other actions are:

- (i) taking any action under a civil works contract designating the Consultants as “Engineer,” for which action, pursuant to such civil works contract, the written approval of the Client as “Employer” is required.”
- (ii) If any change in alignment discussed prior

3.9

- “The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.”
- “The Client shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Consultants.”
- “Neither Party shall use these documents for purposes

unrelated to this Contract without the prior written approval of the other Party.”]

6.1(b) The ceiling in local currency is: **Not Applicable**

6.4(a) The following provisions shall apply to the advance payment and the advance payment guarantee: **Not Applicable**

1. An advance payment [of *[amount]* in foreign currency] [and of *[amount]* in local currency] [**Note:** *The advance payment could be in either or both of the currencies*] shall be made within *[number]* days after the Effective Date. The advance payment will be set off by the Client in equal instalments against the statements for the first *[number]* months of the Services until the advance payment has been fully set off.
2. The bank guarantee shall be in the amount and in the currency of the [foreign] [local] currency portion of the advance payment [**Note:** *Select the applicable solution*].

6.4(c) The interest rate is: Zero **percent**

6.4 (d) Following is the payment schedule

Upon submission and acceptance of completion of field report	30 %
Upon submission of Preliminary design Report	20 %
Upon submission of draft report	20%
Upon submission and acceptance of final report	30%

6.4(e) Directly paid in the name of the consultant.

6.5 a) Retention : NA

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(b) The Adjudicator's rate is: **1500.00 per hour**

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 **NEPCA, Head Office, Kathmandu**;
 - (b) the **English** 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.

Signature of witness :
Name (in bold letters):
Address :
Date :

Seal

Signature of Consultant :
Name (in bold letters):
Name and address of the firm:
Date :



IV. Appendices

Appendix A—Description of the Services

Package 1, 2, 3 :

Design of Maintenance / Repair Works of Bridges

As specified in Terms of Reference

Appendix B—Reporting Requirements

As specified in Terms of Reference

Appendix C—Key Personnel and Sub consultants

List under: C-1 *As specified in Technical Proposal of Consultant*

C-2 *Not Applicable*

Appendix D— Medical Certificate Not Applicable

Appendix E—Hours of Work for Key Personnel Not Applicable

Appendix F—Duties of the Client

List under: F-1 *Services, facilities and property to be made available to the Consultants by the Client.*

Appendix G—Cost Estimates in Local Currency

Appendix H—Cost Estimates in Foreign Currency Not Applicable

Government of Nepal
Ministry of Physical Infrastructure and Transport
Department of Roads
Bridge Branch
Babarmahal, Kathmandu

BILL OF QUANTITIES

Special Inspection and Design of Maintenance / Repair Works of Bridges
(Package No: BB-320-BM-071/72-01)

S. N.	Particular	Unit	Quantity	Rate		Amount
				In Figure	In Words	
1	Special Inspection and Design of Maintenance / Repair Works of following Bridges as per ToR all complete Dhukure, Jhapa Bhalu Khola, Jhapa Geuria, Jhapa Gerukhi, Mahottari Banke Branch, Sarlahee Kamala, Siraha Amaha, Saptari Ratu Chahara, Mahottari Khando, Saptari Mahuli, Saptari Sundari - 1, Saptari Jarlahi, Mahottari Bankhe, Mahottari Amuwa, Sarlahee Phuljor, Sarlahee Kalinjor - 1, Sarlahee Bastol, Sarlahee Chandi, Rautahat Mahuli - 1, Saptari Mawa Branch, Morang	No	1			
2	Provisional Sum (For Non Destructive & Semi Destructive Tests etc..)	PS	1	1000000	Ten Lakh	1000000



Government of Nepal
Ministry of Physical Infrastructure and Transport
Department of Roads
Bridge Branch
Babarmahal, Kathmandu

BILL OF QUANTITIES

Special Inspection and Design of Maintenance / Repair Works of Bridges
(Package No: BB-320-BM-071/72-02)

S. N.	Particular	Unit	Quantity	Rate		Amount
				In Figure	In Words	
1	Special Inspection and Design of Maintenance / Repair Works of following Bridges as per ToR all complete Manohara River, Kathmandu Nallu, Lalitpur Sankheshwori khola, Kavrepalanchowk Bhalam Khola, Lamjung Risti Khola, Lamjung Bagmati, Kathmandu Bagmati River, Kathmandu Bishnumati, Kathmandu Mauri, Chitawan Charaundi, Dhading Karmanasa, Lalitpur Bishnumati, Kathmandu Thade Khola, Tanahu Kumle Khola, Tanahu Mukunde, Nawalparasi Ratu, Dhanusha Dui Number, Bara Dudhaura, Bara Baijura, Bara Barahakilo, Bara	No	1			
2	Provisional Sum (For Non Destructive & Semi Destructive Tests etc..)	PS	1	1000000	Ten Lakh	1000000



Government of Nepal
Ministry of Physical Infrastructure and Transport
Department of Roads
Bridge Branch
Babarmahal, Kathmandu

BILL OF QUANTITIES

Special Inspection and Design of Maintenance / Repair Works of Bridges
(Package No: BB-320-BM-071/72-03)

S. N.	Particular	Unit	Quantity	Rate		Amount
				In Figure	In Words	
1	Special Inspection and Design of Maintenance / Repair Works of following Bridges as per ToR all complete Godabari, Kaiali Golmagad River, Doti Gudi-Bagh Khola, Doti Bhageshwor Khola, Doti Babai, Bardiya Gopi Nala, Dang Dolai Nala, Dang Shingai Khola, Dang Shingai Khola Branch, Dang Rora River, Kailali Paruwa Sota, Banke Muguwa, Banke Jhuri Khola, Banke Gantahawa, Banke Lumba Khola, Banke Simal Sota, Dang Bhansi Khola, Kanchanpur Chameliya River, Baitadi Banara River, Kanchanpur Narshing khola(Dry Nala), Rupandehi	No	1			
2	Provisional Sum (For Non Destructive & Semi Destructive Tests etc..)	PS	1	1000000	Ten Lakh	1000000

