



**Government of Nepal  
Ministry of Physical Infrastructure and Transport**

**Department of Roads  
Road Improvement Project  
Rammandir Marg, Battisputali  
Kathmandu**

## **Request for Proposals**

For

**Consultancy Services for Construction Supervision of  
Construction of  
RCC Box Girder Four Lane Bridge (800m) on  
Mahakali River including Approach Road and Others, Dodhara,  
Kanchanpur**

**Contract Package No.: RIP-III/3371334/CSMB-06/073/74**



Financing Agency:  
Government of Nepal

June 2017

**Table of Contents**

Section 1.	Letter of Invitation .....	1
Section 2.	Information to Consultants .....	2
	Information to Consultants.....	9
Section 3.	Technical Proposal - Standard Forms.....	14
Section 4.	Financial Proposal - Standard Forms.....	23
Section 5.	Terms of Reference .....	30
1.1.	Brief Description of Road projects .....	31
Section 6.	Standard Form of Contract .....	43
I.	Form of Contract .....	46
II.	General Conditions of Contract.....	48
1.	General Provisions.....	48
2.	Commencement, Completion, Modification and Termination of Contract.....	49
3.	Obligations of the Consultants.....	53
4.	Consultants' Personnel and Subconsultants.....	55
5.	Obligations of the Client.....	56
6.	Payments to the Consultants.....	58
7.	Fairness and Good Faith.....	60
8.	Settlement of Disputes.....	60
III.	Special Conditions of Contract .....	63
	Number of GCC Clause.....	63
	Amendments Of, And Supplements To, Clauses In The General Conditions Of Contract.....	63
Model Form I.....		68
	Consultants' Representations Regarding Costs and Charges.....	68
Model Form II.....		69
	Breakdown of Agreed Fixed Rates in Consultants' Contract.....	69
IV.	Appendices .....	70
Appendix A – Description of the Services.....		70
Appendix B – Reporting Requirements.....		70
Appendix C – Key Personnel and Subconsultants.....		70
Appendix F– Duties of the Client.....		70
Appendix G – Cost Estimates in Foreign Currency.....		70
Appendix H – Cost Estimates in Local Currency.....		70



**Section 1. Letter of Invitation**

Government of Nepal  
Ministry of Physical Infrastructure and Transport  
Department of Roads  
Road Improvement Project  
Ram Mandir Marg, Battisputali  
Kathmandu

Date: **14<sup>th</sup> June, 2017**Ref. No: **RIP-III/3371334/CSMB-06/073/74**

1. Government of Nepal (GoN) has allocated fund towards the cost of Road Improvement Project and intends to apply a portion of this fund to eligible payments under this contract.
2. The Department of Roads, Road Improvement Project now invites proposals to provide the following consulting services: **Construction Supervision of Construction of RCC Box Girder Four Lane Bridge (800m) on Mahakali River including Approach Road and Others, Dodhara, Kanchanpur**. More details on the services are provided in the attached Terms of Reference.
3. The Request for Proposal (RFP) has been addressed to the following shortlisted consultants:
  - i. BDA-REDECON-EMES JV, Kamaladi, Kathmandu
  - ii. CEG-TMS-CARD JV, Jaipur-302017, Rajasthan, India
  - iii. CIAS-TES JV, Chakapat, Lalitpur
  - iv. EPTISA in association with TSE- Geocom- CERC JV, Madrid, Spain
  - v. LEA Associates South Asia Pvt. Ltd. in association with ITECO Nepal, Mathura Road, New Delhi, India
  - vi. Soosung-SILT JV, Seoul, Korea
4. A consultant will be selected under **Quality- and Cost- Based Selection (QCBS)** and procedures described in this RFP.
5. The RFP includes the following documents:

Section 1 - Letter of Invitation  
Section 2 - Information to Consultants  
Section 3 - Technical Proposal - Standard Forms  
Section 4 - Financial Proposal - Standard Forms  
Section 5 - Terms of Reference  
Section 6 - Standard Forms of Contract
6. Please inform us, upon receipt:
  - (a) That you received the letter of invitation; and
  - (b) Whether you will submit a proposal alone or in association.

The proposal must be submitted not later than following date and time:

**On or before on 12:00 PM, 14<sup>th</sup> July, 2017, Technical** proposals will be opened at **1:00 PM**. on the same day.

Yours sincerely,

Sushil Babu Dhakal  
Project Coordinator  
Road Improvement Project  
Department of Roads



## Section 2. Information to Consultants

### 1. Introduction

- 1.1 The Client named in the Data Sheet will select a consultant among those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.
- 1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet for consulting services required for the assignment named 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 assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the assignment includes several phases, the performance of the consultant under each phase must be to the Client's satisfaction before work begins on the next phase.
- 1.4 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain firsthand information on the assignment and on the local conditions, consultants are encouraged to visit the Client before submitting a proposal and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. The consultants' representative should contact the officials named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 1.5 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.
- 1.6 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.
- 1.7 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 As pointed out in para 1.7.1 (a) above, consultants may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the Data Sheet and the factors used for the selection of the consultant should take the likelihood of continuation into account. It will be the exclusive decision of the Client whether or not to have the downstream assignment carried out, and if it is carried out, which consultant will be hired for the purpose.
- 1.7.3 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 furnish information as described in the Financial Proposal submission form (Section 4A) on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal, and to execute the work if the consultant is awarded the contract.
- 1.11 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

- 2.1 Consultants may request a clarification of any of the RFP documents up to the number



- and Amendment of RFP Documents**
- 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**
- 3.1 Consultants are requested to submit a proposal Sub- Clause 1.2 written in the language(s) specified in the Data Sheet.
- Technical Proposal**
- 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. Foreign consultants are encouraged to seek the participation of local consultants by entering into a joint venture with, or subcontracting part of the assignment to, national consultants.
  - 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 (foreign and local, in the field and at headquarters), and (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for 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 and, if appropriate, into foreign and local expenditures.
- 3.7 The Financial Proposal should clearly estimate, as a separate amount, the local taxes (including social security), duties, fees, levies, and other charges imposed under the applicable law, on the consultants, the sub-consultants, and their personnel (other than nationals or permanent residents of Nepal), unless the Data Sheet specifies otherwise.
- 3.8 Consultants may express the price of their services in the currency acceptable to the Client. The consultants may not use more than three foreign currencies. The Client may require consultants to state the portion of their price representing local cost in Nepalese Rupees if so indicated in the Data Sheet.
- 3.9 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal submission form (Section 4A).
- 3.10 The Data Sheet indicates required validity period of the proposals. During this period, the consultant is expected to keep available the professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this



period. If the Client wishes to extend the validity period of the proposals, the consultants who do not agree have the right not to extend the validity of their proposals.

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

- 4.1 The original proposal (TP and, if required, FP; see Para 1.2) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the consultant itself. Any such corrections must be 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 Sub- Clause 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, QBSFBS, 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 days for National level proposals and 15 days for International level proposals 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 coated 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, and convert prices in various currencies to the single currency specified in the Data Sheet. The official selling rates and the date used shall be as provided by the source indicated in the Data Sheet.
- 5.9 The evaluation shall exclude those taxes, duties, fees, levies, and other charges estimated as per Sub- Clause 3.7 and imposed under the applicable law; and to be applied to foreign and non-permanent resident consultants (and to be paid under the contract, unless the consultant is exempted).
- 5.10 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 The financial negotiations will include a clarification (if any) of the consultant's tax liability and the manner in which it will be reflected in the contract; and will reflect the agreed technical modifications in the cost of the services. 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 and CBS 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 its 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 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.



## Information to Consultants

**DATA SHEET****Clause  
Reference**

1.1	<p>The name of the Client is:  <i>Government of Nepal  Ministry of Physical Infrastructure and Transport  Department of Roads  Road Improvement Project  Rammandir Marg, Battisputali, Kathmandu, Nepal.</i></p> <p>The method of selection is: <b>Quality and Cost based Selection (QCBS)</b></p>
1.2	<p>Technical and Financial Proposals are requested: <b>YES</b>  A Technical Proposal only is requested: <b>No</b>  The name, objectives, and description of the assignment are:  <b>As described in attached Terms of Reference (ToR)</b></p>
1.3	<p>The assignment is phased: <b>No</b></p>
1.4	<p>A pre-proposal conference will be held: <b>Yes</b>  The name(s), address(es), and telephone numbers of the Client's official(s) are:  The Project Coordinator,  Department of Roads,  Road Improvement Project,  Rammandir Marg, Battisputali  Kathmandu, Nepal.  Telephone: : Tel: +977 1 4465247  Facsimile number: +977 1 4494609  E-mail: <a href="mailto:rip@dor.gov.np">rip@dor.gov.np</a>  <b>Date: 28<sup>th</sup> June, 2017 at 11:00 AM</b></p>
1.5	<p>The Client will provide the following inputs: <b>NA</b></p>
1.7.2	<p>The Client envisages the need for continuity for downstream work: <b>No</b></p>
1.11	<p>The clauses on fraud and corruption in the Contract are: 1.8</p>
2.1	<p>Clarifications may be requested <b>21</b> days before the submission date: (i.e. <b>4<sup>th</sup> July, 2017</b>)</p> <p><b>The address for requesting clarifications is:</b>  The Project Coordinator,  Department of Roads,  Road Improvement Project,  Rammandir Marg, Battisputali  Kathmandu, Nepal.  Telephone: : Tel: +977 1 4465247  Facsimile number: +977 1 4494609  E-mail: <a href="mailto:rip@dor.gov.np">rip@dor.gov.np</a></p>



3.1	Proposals should be submitted in the following language(s): <b>English</b>
3.3	<p>(I) Shortlisted Consultants/entity may associate with other shortlisted consultants: <b>No</b></p> <p>(II) The estimated number of professional staff-months required for the assignment is:</p> <p style="text-align: center;"><b>As Described in Terms of Reference</b></p> <p>(IV) The minimum required experience of proposed professional staff is: <b>as described in the Terms of Reference</b></p> <p>(V) Reports that are part of the assignment must be written in the following language(s): <b>English</b></p>
3.4	<p>(V) Staff and authorised representative should sign on each page of the CVs. If all pages of CVs are not signed, their CVs shall not be considered for evaluation and Last line of clause 3.4(V) read as: .....degree of responsibility held in various assignments during the professional services.</p> <p>(VII) Training is a specific component of this assignment: <b>No</b></p> <p>(VIII) Additional information in the Technical Proposal include: <b>None</b></p>
3.7	Taxes: <b>The Consultant's will be responsible to pay all GoN applicable taxes. Therefore Consultant' Financial Proposal should include the cost of all taxes, duties, fees and other charges imposed under the applicable law.</b>
3.8	Currency of Payment : <b>Nepalese Rupees</b>
3.10	Proposals must remain valid <b>120 days</b> after the submission date.
4.3	Consultants must submit an original and <b>1 (One)</b> additional hard copies of proposal.
4.4	Information on the outer envelope should also include : <b>"DO NOT OPEN EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE"</b>
4.5	<p><b>Proposals submission address is :</b></p> <p>The Project Coordinator, Department of Roads, Road Improvement Project, Rammandir Marg, Battisputali Kathmandu, Nepal. Telephone: : Tel: +977 1 4465247 Facsimile number: +977 1 4494609 E-mail: <a href="mailto:rip@dor.gov.np">rip@dor.gov.np</a> <b>Proposal must be submitted on or before 12:00 hrs., 14<sup>th</sup> July, 2017</b></p>
5.1	<p><b>The address to send information to the Client is:</b></p> <p>The Project Coordinator, Department of Roads, Road Improvement Project, Rammandir Marg, Battisputali Kathmandu, Nepal.</p>



	Telephone: : Tel: +977 1 4465247 Facsimile number: +977 1 4494609 E-mail: <a href="mailto:rip@dor.gov.np">rip@dor.gov.np</a>																																																																			
5.3	<p>The number of points to be given under each of the evaluation criteria are:</p> <p><b>POINT ALLOCATION DETAIL</b></p> <table border="0"> <tr> <td>1. <b>FIRMS GENERAL/SPECIFIC EXPERIENCE (Design/Supervision both)</b></td> <td></td> <td><b>[200 pts]</b></td> </tr> <tr> <td>    (a) General experience of Construction works</td> <td></td> <td>20 pts</td> </tr> <tr> <td>    (b) Experience in similar bridge project</td> <td></td> <td>130 pts</td> </tr> <tr> <td>    (c) Experience in similar bridge project in similar geographic area</td> <td></td> <td><u>50 pts</u></td> </tr> <tr> <td></td> <td></td> <td><b>200 pts</b></td> </tr> </table> <hr/> <table border="0"> <tr> <td>2. <b>METHODOLOGY</b></td> <td></td> <td><b>[300 pts]</b></td> </tr> <tr> <td>    (a) Understanding of Objectives and ToR</td> <td></td> <td>100 pts</td> </tr> <tr> <td>    (b) Quality of Methodology</td> <td></td> <td><u>200 pts</u></td> </tr> <tr> <td></td> <td></td> <td><b>300 pts</b></td> </tr> </table> <table border="0"> <tr> <td>3. <b>KEY PERSONNEL</b></td> <td></td> <td><b>[450 pts]</b></td> </tr> <tr> <td><b>Personnel</b></td> <td><b>No. of Professional Staff</b></td> <td><b>Total Points</b></td> </tr> <tr> <td>Team Leader</td> <td>1(1*120)</td> <td>120 pts</td> </tr> <tr> <td>Structural/Bridge Engineer</td> <td>1(1*60)</td> <td>60 Pts</td> </tr> <tr> <td>Structural/Bridge Engineer, International Input</td> <td>1(1*60)</td> <td>60 Pts</td> </tr> <tr> <td>Highway Engineer</td> <td>1(1*60)</td> <td>60 Pts</td> </tr> <tr> <td>Material Engineer</td> <td>1(1*50)</td> <td>50 pts</td> </tr> <tr> <td>Resident Engineer</td> <td>2(2*50)</td> <td><u>100 pts</u></td> </tr> <tr> <td></td> <td><b>Total</b></td> <td><b>450 pts</b></td> </tr> </table> <p>Points under this heading will be allocated as follows</p> <table border="0"> <tr> <td>- General Qualification</td> <td>40%</td> </tr> <tr> <td>- Adequacy for the assignment</td> <td>60%</td> </tr> </table> <table border="0"> <tr> <td>4. <b>TECHNOLOGY TRANSFER</b></td> <td></td> <td><b>[50 pts]</b></td> </tr> <tr> <td></td> <td></td> <td>-----</td> </tr> <tr> <td></td> <td><b>TOTAL:</b></td> <td><b>[1000 pts]</b></td> </tr> </table> <p>The minimum technical score required to pass:                  The consultant should score more than <b>50 percent</b> on each ranking criteria i.e. against sub-totalling of each sub heading 1,2,3 &amp; 4 and more than <b>60% in total to qualify</b>.</p>	1. <b>FIRMS GENERAL/SPECIFIC EXPERIENCE (Design/Supervision both)</b>		<b>[200 pts]</b>	(a) General experience of Construction works		20 pts	(b) Experience in similar bridge project		130 pts	(c) Experience in similar bridge project in similar geographic area		<u>50 pts</u>			<b>200 pts</b>	2. <b>METHODOLOGY</b>		<b>[300 pts]</b>	(a) Understanding of Objectives and ToR		100 pts	(b) Quality of Methodology		<u>200 pts</u>			<b>300 pts</b>	3. <b>KEY PERSONNEL</b>		<b>[450 pts]</b>	<b>Personnel</b>	<b>No. of Professional Staff</b>	<b>Total Points</b>	Team Leader	1(1*120)	120 pts	Structural/Bridge Engineer	1(1*60)	60 Pts	Structural/Bridge Engineer, International Input	1(1*60)	60 Pts	Highway Engineer	1(1*60)	60 Pts	Material Engineer	1(1*50)	50 pts	Resident Engineer	2(2*50)	<u>100 pts</u>		<b>Total</b>	<b>450 pts</b>	- General Qualification	40%	- Adequacy for the assignment	60%	4. <b>TECHNOLOGY TRANSFER</b>		<b>[50 pts]</b>			-----		<b>TOTAL:</b>	<b>[1000 pts]</b>
1. <b>FIRMS GENERAL/SPECIFIC EXPERIENCE (Design/Supervision both)</b>		<b>[200 pts]</b>																																																																		
(a) General experience of Construction works		20 pts																																																																		
(b) Experience in similar bridge project		130 pts																																																																		
(c) Experience in similar bridge project in similar geographic area		<u>50 pts</u>																																																																		
		<b>200 pts</b>																																																																		
2. <b>METHODOLOGY</b>		<b>[300 pts]</b>																																																																		
(a) Understanding of Objectives and ToR		100 pts																																																																		
(b) Quality of Methodology		<u>200 pts</u>																																																																		
		<b>300 pts</b>																																																																		
3. <b>KEY PERSONNEL</b>		<b>[450 pts]</b>																																																																		
<b>Personnel</b>	<b>No. of Professional Staff</b>	<b>Total Points</b>																																																																		
Team Leader	1(1*120)	120 pts																																																																		
Structural/Bridge Engineer	1(1*60)	60 Pts																																																																		
Structural/Bridge Engineer, International Input	1(1*60)	60 Pts																																																																		
Highway Engineer	1(1*60)	60 Pts																																																																		
Material Engineer	1(1*50)	50 pts																																																																		
Resident Engineer	2(2*50)	<u>100 pts</u>																																																																		
	<b>Total</b>	<b>450 pts</b>																																																																		
- General Qualification	40%																																																																			
- Adequacy for the assignment	60%																																																																			
4. <b>TECHNOLOGY TRANSFER</b>		<b>[50 pts]</b>																																																																		
		-----																																																																		
	<b>TOTAL:</b>	<b>[1000 pts]</b>																																																																		
5.8	<p>The single currency for price conversions is: <b>Not applicable</b></p> <p>The source of official selling rates is: <b>Not applicable</b></p> <p>The date of exchange rates is: <b>Not applicable</b></p>																																																																			
5.10	<p>The formula for determining the financial scores is the following:  <b>Sf = 100x Fm/F</b>  <b>Sf is the financial score,</b>  <b>Fm is the lowest price and</b>  <b>F the price of the proposal under consideration, or another proportional linear formula</b>                  The weights given to the technical and Financial Proposals are:                  T (Technical Proposal) = <b>0.85</b>                  P (Financial Proposal) = <b>0.15</b></p>																																																																			



6.1	<b>The address for negotiations is:</b> The Project Coordinator, Department of Roads, Road Improvement Project, Rammandir Marg, Battisputali Kathmandu, Nepal. Telephone: : Tel: +977 1 4465247 Facsimile number: +977 1 4494609 E-mail: <a href="mailto:rip@dor.gov.np">rip@dor.gov.np</a>
7.2	The assignment is expected to commence <b>on or before 7 days from the date of signing of the contract.</b>



**Government of Nepal  
Ministry of Physical Infrastructure and Transport  
Department of Roads  
Road Improvement Project  
STANDARD REQUEST FOR PROPOSALS  
For**

**Construction Supervision of Construction of RCC Box Girder Four Lane Bridge (800m) on Mahakali River including Approach Road and Others, Dodhara, Kanchanpur**

**INFORMATION TO CONSULTANTS  
BREAKDOWN OF AGREED FIXED RATES  
[Currencies: \_\_\_\_\_]**

Consultants		1	2	3	4	5	6	7	8
Name	Position	Basic Rate	Social Charge (__% of 1)	Overhead (__% of 1)	Subtotal	Fee (__% of 4)	Away from Headquarters Allowance (__% of 1)	Total Agreed Fixed Rate	Agreed Fixed Rate (__% of 1)
Field Assignment									
Home Office									

Signature of Consultant: \_\_\_\_\_

Date: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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



**3A. TECHNICAL PROPOSAL SUBMISSION FORM**

[Location, Date]

To:

**The Project Coordinator,  
Department of Roads,  
Rammandir Marg, Battisputali  
Kathmandu, Nepal.**

Ladies/ Gentlemen:

We, the undersigned, offer to provide the consulting services for **Construction Supervision of Construction of RCC Box Girder Four Lane Bridge (800m) on Mahakali River including Approach Road and Others, Dodhara, Kanchanpur** 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 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 Seven Years (Work Completed after 27 February, 2010) 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 : Geographic Area:		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 Proposal National level : NRs International Level : (in Current US\$):
Name of Associated Consultants, If Any :		No. of Months of Professional Staff Provided by Associated Consultants :
Name of Senior Staff and Designation (Project Director/Coordinator, Team Leader etc.) Involved and Functions Performed :		
Narrative Description of Project : ( Actual assignment, nature of activities performed and location) <b>(Also specify the span of bridge, foundation type)</b>		
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**

Note: Number of pages for Description of the Methodology and Work Plan is limited to 50 page of A4 Size paper in readable font size (Preferable 10-12)



3E. Team Composition and Task Assignments

<b>1. Technical/Managerial Staff</b>		
<b>Name</b>	<b>Position</b>	<b>Task</b>

<b>2. Support Staff</b>		
<b>Name</b>	<b>Position</b>	<b>Task</b>

**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 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: \_\_\_\_\_

**Note:**

**Staff and authorised representative should sign on each page of the CVs. If all pages of CVs is not signed, their CVs shall not be considered for evaluation.**



**3G. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL**

Name	Position	Reports Due/Activities	Months (in the Form of a Bar Chart)												Number of Months		
			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. Construction Supervision 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. Monthly Progress Report (a) Second Monthly Progress Report (b) Third Monthly Progress Report (c) ..... (d) .....	
3. Project Management Report	
4. Project Completion Report	
5. Confidential Report	
6. Impact Study Report	





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

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



**4A. FINANCIAL PROPOSAL SUBMISSION FORM**

[Location, Date]

To:  
**The Project Coordinator,  
Department of Roads,  
Road Improvement Project,  
Rammandir Marg, Battisputali  
Kathmandu, Nepal**

We, the undersigned, offer to provide the consulting services for **Construction Supervision of Construction of RCC Box Girder Four Lane Bridge (800m) on Mahakali River including Approach Road and Others, Dodhara, Kanchanpur** 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].

Commissions and gratuities, if any, paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

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**

Costs	Currency(ies)	Amount(s)
Subtotal		
Local Taxes		
Total Amount of Financial Proposal		<hr/>



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

Activity No.: _____	Activity No.: _____	Description: _____
Price Component	Currency(ies)	Amount(s)
Remuneration Reimbursable Miscellaneous Expenses  Subtotal		



**4D. BREAKDOWN OF REMUNERATION PER ACTIVITY**

Activity No. _____		Name: _____			
Names	Position	Input	Remuneration Rate, NRs: (In Figure)	Remuneration Rate, NRs (In Words)	Amount
<p>Grand Total</p>					<p>_____</p>



**4E. REIMBURSABLE PER ACTIVITY**

Activity No: \_\_\_\_\_

Name: \_\_\_\_\_

No.	Description	Unit	Quantity	Unit Price, NRs: In Figure	Unit Price, NRs: In Words	Total Amount ,NRs
1.	National flights _____	Trip				
2.	International Flights	Trip				
3.	Miscellaneous travel expenses	Trip				
4.	Out of Station allowance	Day				
5.	Office Operating expenses, including office space, office furniture, office utilities	Months				
	Grand Total					_____

**4 F. MISCELLANEOUS EXPENSES**

Activity Name: \_\_\_\_\_

Activity No. \_\_\_\_\_

No.	Description	Unit	Quantity	Unit Rate NRs, In Figure	Unit Rate NRs, In Words	Total Amount
1	Communication cost between _____ and _____ (telephone, telegram, telex, email)					
2	Drafting, reproduction of reports					
3	Equipment (vehicles):					
	a. Type-I vehicle (4 WD Jeep)	vehicle-month	48.00			
	a. Type-II vehicle (4 WD Pick-up)	vehicle-month	192.00			
	b. Type-III vehicle Motorcycle	vehicle-month	150.00			
4	Computer, Printer, Photocopy and Software	Months	54			
	Grand Total					

Note: -The above quantity also covers for DLP.



## Section 5. Terms of Reference

For

**Consultancy Services for Construction Supervision of Construction of RCC Box Girder Four Lane Bridge (800m) on Mahakali River including Approach Road and Others, Dodhara, Kanchanpur**

Terms of Reference normally contain the following sections:

- a) Introduction and Background
- b) Objective
- c) Scope of Services
- d) Duration of the Services
- e) Reporting Requirement
- f) Staffing Requirements
- g) Team Composition
- h) Consultants Facilities
- i) Data and Assistance to be provided by the Client
- j) Contractual Arrangements





## TERMS OF REFERENCE

### 1. INTRODUCTION AND BACKGROUND

Government of Nepal has allocated the budget for construction of Mahakali Bridge on Mahakali River, Dodhara, Kanchanpur. Due to multi-disciplinary scope of work, Government of Nepal (GoN) intends to apply part of the fund for eligible payments for procurement of eligible consulting services under RIP-III/3371334/CSMB-06/073/74, for Construction Supervision of Construction of RCC Box Girder Four Lane Bridge (800m) on Mahakali River including Approach Road and Others, Dodhara, Kanchanpur.

Implementing agency for this project is the Department of Roads (DoR), Road Improvement Project under the Ministry of Physical Infrastructure and Transport, Government of Nepal.

The Project aims to enhance the trade between India and Nepal and also improve the quality of people residing in Dodhara and Chandani, Kanchanpur district of Nepal through delivery of a more efficient, safe and sustainable Transport System favouring economic growth.

#### 1.1. Brief Description of Project

Brief description of the project under consultancy service of this Package is given below:

The proposed bridge site is located at Far-Western Region, Mahakali zone, Kanchanpur District. The site is about 5.6Km D/S of Sharda Barrage and 2.6 Km U/S of existing suspension Bridge. The coordinate of Bridge site is 80°06'10.2" E 28°56'38.29".

Total Length of the Bridge is 800m, total 16 span @ 50m

Total Width of the Bridge is 23.87m (Four Lane Standard)

Foundation type:- Pile foundation

#### The main Works Includes:

- Bridge Construction Work
- Other Ancillary Works Includes;
- River Training and Protection Works
- Approach Road Works, 8.6 Km
- Landscaping and Pond Development Work
- Cross Drainage Works;
- Road Over Bridge (RoB) at parking area 8 m Slab Bridge - 4 lane at two locations
- And Bridge Over Bhujela River (ch 4+700) and Gaddachauki Canal Crossing (ch 7+970); 2 Nos, 30m span pre stress (PSC)



## 2. OBJECTIVES

The objective of the consultancy services is to provide complete construction supervision/ contract administration of the construction works of Mahakali Bridge and its accessories including post construction supervision during the defects liability period.

## 3. SCOPE OF WORK

The Principal services to be provided by the consultants to fulfill the objective of the consultancy services are detailed above. Component-wise detail scope of services has been outlined below. However, the defined services are not an exhaustive list but are indicative only. The Consultant is expected perform professionally and undertake activities necessary to achieve the objectives as defined above.

### 3.1 Construction & Post Construction Supervision:

#### 3.1.1 Construction Supervision:

The consultant shall act as the 'Engineer' in terms of civil works contracts to the extent of the delegation given. The consultant shall assist the employer in contract administration and management of the project and the civil works contracts. Department of Roads (DoR), Road Improvement Project (RIP) with mutual consultation to the Consultant shall decide input of Consultants key personal in particular project site, depending upon the Contractors mobilized machine, equipment, human resources and construction materials (on the start and/or during the contract). Subject to the above condition the consultants shall provide complete construction supervision of construction and improvement works and post- construction activities for the construction of Mahakali Bridge and its ancillary Works. Under this heading the consultant's services shall include but shall not necessarily be limited to the following:

- a) Discharge Engineer's Project Manager's duties in administration of contracts in accordance with the provision of the contract between the Employer and civil works contractor;
- b) Interpretation of the Technical Specifications and Contract Documents;
- c) Review designs, drawings, BoQ provisions and specification with respect to actual site conditions and suggest modifications, if required or deemed appropriate. Any realignment, redesign/modification, any additional design of bridge desired for completion of the project will be done by supervision consultant and related approvals from concerned authorities will be obtained by the supervision consultant without any extra cost including remuneration of personnel, equipment, software and office supplies;
- d) The consultant shall conduct the socio-economic base line survey at the beginning of the contract commencement;
- e) Supervision of construction to ensure the quality as per the specifications;
- f) Supervision of routine maintenance work during construction Period as per provision made in the contract, ensure that the road is open for traffic if any;
- g) Prepare suitable standard formats and establish effective and efficient documentation and reporting procedure for contract administration, monitoring of schedules and quality assurances of the construction works;
- h) Carry out survey works to provide adequate control points and reference points to the contractor for setting out of the works to be done by the contractor;
- i) Checking and approving the setting out of the works undertaken by the contractors based on the control/reference points set up by the consultants;



- j) Approving and issuing working drawings to the contractors;
- k) Ensure all bridge details are complete and modify the design and drawings wherever required due to founding level as a result of the change in the founding strata or any other reason at the time of execution. Also, Bridge Over Bhujela River (ch 4+700) and Gaddachauki Canal Crossing (ch 7+970); 2 Nos, 30m span pre stress (PSC) are estimated based on standard and typical design drawing. The consultant shall carry out necessary soil test through contractor under relevant item in BoQ and design and estimate the bridge component accordingly and furnish the details of drawings for the bridge components;
- l) Approving the contractors work program, method statements for quality assurance (QAP) and material sources;
- m) Checking adequacy of contractor facilities at site and capability of their staff to perform the contract;
- n) Checking and monitoring contractors' labor camp facilities so as to provisions of the contract;
- o) Ensuring that the approved Environmental Management Action Plans (EMAP) is implemented. The consultants shall ensure that the recommendation of the Environmental Management Guidelines of the Road sector in Nepal are implemented in the project and shall monitor and evaluate EMAP implementation of each contract. In this regard the consultant's services shall pay special attention to the following:
- Ensure that all borrow pits are operated and finished according to the IEE requirements.
  - Identify environmentally safe tipping areas for surplus mass of excavated or any other material in addition to that specified in the design specifications. The consultant shall also assist DOR to ensure that the contractor and the work force engaged in construction are aware and comply with the spoil disposal restrictions.
  - Ensure that the contractor removes all installations and surplus materials and leaves the site in clean condition.
  - The consultant shall study the IEE report and shall implement the same through the contractor under the contract. Any work not covered by the contract shall be exercised and recommend to the employer with details of costing.
- p) Witness sampling and testing being carried out by the staff of the contractor and undertake additional audit tests as necessary to ensure the quality of works. Inspection including sample testing, where of all materials and workmanship to ensure that they comply with the specifications and design. Recommend actions to be taken and issuing of notices to the contractors for correction of any defects or deficiencies observed during the inspections. ;
- q) Assist DoR, RIP in the relocation of utilities to be carried out during construction;
- r) Closely monitor and evaluate project progress and ensure that the works are executed on schedule and meet the established standards of performance and quality. To keep the project implementation adherence strictly to the planned schedule, prepare trimester reports in accordance with the financial management system requirements for the project and suggest measures to overcome implementation difficulties to DoR. The Consultant also has to prepare and submit progress status with concept of "Earned Value Analysis";
- s) Certification and acceptance of each part of work as completed by the contractors;
- t) Provide recommendation to the DoR, Project Office regarding the required modifications /additions / deletion in design and specification during construction;



- u) Measurement of quantities of approved and accepted work and materials, and checking and certifying contractor's payment certificates. The Consultant, within 14 (fourteen) days of receipt of payment certificates from the contractor, shall complete checking and certifying payment certificates to the Employer or return to the Contractor if corrections are necessary;
- v) Periodic checking of contract quantities and a constant check on the cost estimate including a trimester updating of monthly cash flow projections;
- w) Maintaining appropriate records, correspondence and diaries during construction for efficient supervision and post construction for sufficient period of time to assist the Employer to process contractor's claims;
- x) Assessment, examination of the contractor's claims and interpretation of related contract provisions to arrive at suitable decision concerning the claims. Claims could be for extension of time, additional payment, deciding new rates and other similar contractual matters;
- y) On the basis of Bill of Quantities and contract rates established by competitive bidding, negotiate with contractors to finalize rates of new work items not included in the BoQ;
- z) Carry out socio-economic impact study based on the base line survey data according to clause 3.1.1 d on completion of the construction/improvement works;
- aa) Assist the employer in the process of property compensation distribution from the very beginning of the process; the process included with
  - Identification of property to be compensated
  - Ownership of the property
  - Communication and are demarcation
  - Other assistance as directed by the project incharge

### 3.1.2 Post Construction Supervision/Defects Liability Period

On completion of the construction and improvement works, consultant's services during Defect's Liability Period shall be as detailed below, services during this period shall be provided based on intermittent input of the consultant's staff as agreed in the contract.

- a) Upon completion of the construction works by contractors, the consultant shall carry out an inspection of the completed sections and recommend to the Project Manager, DoR the dates of completion. The recommended date shall be considered as the date or dates of commencement of Defect Liability Period of 12 (twelve) months.
- b) Supervision of routine maintenance work during Defects Liability Period as per provision made in the contract if any.
- c) Carry out inspection of completed works at appropriate intervals in order to identify any defects and issue instructions to contractors for rectification of the defective works and ensure that the contractors have carried out their contractual obligations in respect of maintenance, repair and reconstruction of defective works.
- d) Shortly before the end of Defects Liability Period, the consultant shall carry out thorough inspection of the works and designate the rectification works to be done if necessary and supervise the rectification works. Once all the designated rectification works are completed to DoR's satisfaction, the consultant shall issue a Defects Liability Certificate.



- e) Check and certify for approval the As Built Drawings submitted by the contractor that shall include details of changes from the original drawings. The consultant shall be responsible for completeness and accuracy of the As Built Drawings.
- f) The consultant shall furnish important documents, reports, drawings, field data (such as pavement strength, normal, diverted and generated traffic) and other necessary information in the DoR acceptable format in soft copies compatible with DoR Management Information System for Road Network Database.
- g) The consultant shall submit the comprehensive project completion report/project sustainability report covering the benefits desired from the project and its socio-economic impact along with a visual documentation of the project.
- h) Recommend the employer to extend the DLP period if the contractor fails to rectify as instructed. Also make costing of rectification work not done by the contractor during DLP/extended DLP and recommend the employer to deduct from final account.

### 3.2.3 Safety Measures

The consultant shall conduct necessary pile load test for foundation and also load test for superstructure and also carry out the safety audit ensuring that the bridge is constructed as per design standard. The consultant shall also conduct road safety audit during construction and pre-opening of road for Traffic ensuring design and implementation of road works as per prevailing road safety standard.

### 3.2.4 Technology Transfer

The consultant shall advise suitable human resource development plan and policy. Beside, the consultant's proposal shall vividly depict suitable approach, methodology, effective incorporation of capacity building and skill enhancement measures via trainings, workshops, seminars etc., of human resources personnel of Department of Roads to ensure effective execution of Highway development and implementation plan.

## 4. DURATION OF THE SERVICES

The Consultant's responsibilities shall continue until completion of the works, issuance of Defects liability certificate, finalization and recommendation of Final payment certificate, submission of approved "As built" Drawings, and other contractual obligations. Consultant's services should be planned to be complete within one month after the completion of Defects Liability period of the works contracts. In case of ongoing and or new claim, disputes, adjudication, arbitration or other proceedings takes place after the completion of construction and post construction, the Consultant shall be available to assist the DoR, under the same conditions of engagement as applicable to this Agreement.

**The total time period for the consulting service has been expected to 42 (Forty-Two) months for Construction Supervision Period excluding intermittent service for the defect liability period (12 Months).**

*The scheduled construction period of the civil work contract is 36 months, if the construction of all works completed within stipulated time, the remuneration, reimbursable and miscellaneous cost proposed by consultants shall be adjusted accordingly.*



## 5. REPORTING REQUIREMENT

### 5.1. Construction Supervision and Post Construction Supervision

Reports required to be submitted by the Consultants during the course of services will be as follows:

#### 5.1.1 Inception report (six copies)

Within a month of appointment, Consultant shall submit an Inception report. The report shall include the present socio-economic condition and Consultant's detail work program.

#### 5.1.2 Monthly Progress Report (Six copies)

The consultant shall prepare monthly progress report on the project activities during construction period. It shall include physical and financial progress of different construction activities of each contract package, information on validity of various guarantees from the bankers, construction material requirement and the stock at site, information on equipment requirement and equipment mobilized by the contractor, adequacy of contractor's workers, record of letters issued to/ received from the contractors etc. It shall also include the details regarding problems, contact variation order, contractor claims (if any), contractor's activities, consultants and project staff's activities, report on environmental and social impact of the project and progress status based on Earned Value Analysis for each contract package. Copy of Daily Diary shall be attached as ANNEX in the same report.

#### 5.1.3 Project Management Report (Six copies)

The consultant shall prepare Trimester, half yearly Project Management and Progress Report for monitoring financial and physical activities in the format as agreed with DoR.

#### 5.1.4 Project Completion Report (Ten copies)

On completion of Defects Liability Period of civil works contract, the consultant shall prepare a consolidated Final Report covering the whole of the works. The report shall be submitted with all original records. It should include problems, lessons learned and recommendation on changes to the applied methodology for implementing future works, financial statement of each contract, variation in contracts, contractor's claim and consultant's recommendation and other relevant project information. The consultant shall submit final road inventory data electronically as well as hard copy in prescribed format compatible to Road Network Database System (RNDS) of DoR.

#### 5.1.5 Confidential Report ( Two copies )

The consultant shall submit a confidential report on the performance of each contractor at the end of each fiscal year and upon completion of the work.

#### 5.2.6 Impact Study Report (Six Copies)

The consultant shall conduct the base line survey at the beginning of the contract commencement and shall prepared and submit a socio-economic base line survey report along with inception report and Socio-economic Impact Study report covering the benefit desired from the project at the completion of the project.

**Note: The consultant shall submit soft copy of the all reports in original format as requested by the Road Improvement Project.**



## 6. STAFFING REQUIREMENTS

### 6.1 Construction and Post construction Supervision Phase:

For Construction Supervision and Post Construction, it is estimated that the consultant's services period is **42** months plus intermittent input for 12 months Defect Liability Period. Approximately **235** person-months of **6** professional staffs (Including Assistant Resident Engineer) and short term specialist will be required for carrying out the construction and post construction supervision consultancy services. In addition to the key technical staffs various numbers of technical support staff and administrative staffs also be required for completion of the supervision consultancy service assignment.

Key technical staffs, their duties, academic qualification and experience requirements will be as given below:

#### A. **Team Leader** (42.00 person month)

Team Leader will take overall responsibility for implementation of the project in accordance with the ToR and also for conduct and co-ordination of all professional inputs. He/She will be responsible to the Project Coordinator, Project Coordination Unit, Road Improvement Project of the Department of roads. He/She will also maintain contact with the Project In-charge to ensure that the project is implemented in accordance with the government's policies and objectives. He/She will assist and advice the Project In-charge and project team on all aspects of project implementation.

In order to implement the project effectively, Team leader's office will be based in Kanchanpur or at a suitable location as agreed with DoR during negotiation. He/She will be responsible for overall management of the consulting team during the services under consulting service of this Package.

#### **Qualification and other Requirements:**

##### **Educational Qualification**

Preferable: Masters in Structural Engineering/Bridge Engineering/ Construction Management

##### **Experience**

##### **General Civil Engineering Construction Works**

Minimum: 10 years

Preferable: 15 years

##### **Experience in Construction Supervision of Bridge Projects**

Minimum: 8 Nos. of Projects (4/4 projects in design and supervision)

Preferable: 12 Nos. of Projects (6/6 projects in design and supervision)

#### **Note:**

Shall have minimum experience of having completed at least Construction Supervision of four bridge projects (multispan bridge).

#### B. **Structural/Bridge Engineer** (28 person month)

Structure Engineer will perform his duties under the guidance of the Team Leader.

He/she shall Review alignment, designs, drawings for bridges/culverts/other structures. Suggest modifications and design, if required as per actual site conditions and others duties are as listed below



- Carry out any design, if required for bridges/ culverts/ other structures,
- Check and modify design and drawings, if required due to change in founding level, or any other reason as a result of scrutiny of geotechnical data,
- Scrutinize contractors working drawings for temporary works for structure,
- Carry out Supervision of all bridge works and other ancillary works as per approved methods statements,
- Examine Contractors preparation and completed position of work as per "Request for Inspection (RFI)" and advise contractor promptly regarding discrepancy, if any
- Monitor closely and regularly the progress of work of bridges / ancillary works and report to the TL,
- Supervise the Contractor in all matters concerning safety and care of the works,
- Witness sampling and testing being carried out by the Staff of Contractor particularly of bridge and ancillary works components,
- Assist TL in compilation of "as build" drawings, Overall responsible for the alignment, line, level and quality of Bridge and ancillary works.

Qualification and other Requirements:

**Educational Qualification**

Preferable: Masters in Structural/Bridge Engineering

**Experience**

**General Civil Engineering Design/Supervision Works**

Minimum: 6 Number of Project (3/3 projects in design and supervision)

Preferable: 12 Number of Project (6/6 projects in design and supervision)

**Experience in Design/Construction Supervision of Bridge Projects (Structural)**

Minimum: 4 Nos. of Projects (2/2 projects in design and supervision)

Preferable: 8 Nos. of Projects (4/4 projects in design and supervision)

**C. Structural/Bridge Engineer, International Expert, Intermittent (6 person month)**

Structure Engineer will perform his duties under the guidance of the Team Leader. He/she shall Review alignment, designs, drawings for bridges/culverts/other structures. Suggest modifications and design, if required as per actual site conditions and others duties are as listed above in **B**.

Qualification and other Requirements:

**Educational Qualification**

Preferable: Masters in Structural/Bridge Engineering

**Experience**

**General Civil Engineering Design/Supervision Works**

Minimum: 6 Number of Project (3/3 projects in design and supervision)

Preferable: 12 Number of Project (6/6 projects in design and supervision)





### **Experience in Design/Construction Supervision of Bridge Projects (Structural)**

Minimum: 4 Nos. of Projects (2/2 projects in design and supervision)  
 Preferable: 8 Nos. of Projects (4/4 projects in design and supervision)

#### **D. Highway Engineers (18.00 person month)**

Highway Engineer will perform their duties under the guidance of the Team Leader. He/She shall assist to Team Leader. Highway Engineer and his team will be responsible for design review and contract management with close coordination with Resident Engineer of respective packages. He/She is responsible for coordinate to collecting the field road data, executing the necessary construction survey, review and finalizing the design standards, and preparing design of the particular road for which their services are proposed. To achieve the appropriate, cost effective design with environmental and social consideration his responsibility will be performance of the required services in professional standard and using state of art technology.

Qualification and other Requirements:

#### **Educational Qualification**

Preferable: Masters in Transport Engineering/Highway Engineering/

#### **Experience**

#### **General Civil Engineering Design/Supervision Works**

Minimum: 6 Number of Project (3/3 projects in design and supervision)  
 Preferable: 12 Number of Project (6/6 projects in design and supervision)

#### **Experience in Design/Construction Supervision of Road Projects**

Minimum: 4 Nos. of Projects (2/2 projects in design and supervision)  
 Preferable: 8 Nos. of Projects (4/4 projects in design and supervision)

#### **E. Material Engineer (42.00 person month)**

Material Engineer will work under the guidance of Team Leader and Resident Engineer. He/she should work in close coordination with AREs. He/she will have the overall responsibility of assuring the quality of works. He/she will be responsible for review of bridge material or pavement design done by the design consultant, testing and confirming the quality of materials used for bridge, road and other works in the project, setting up the laboratory and site procedures for confirming the quality of materials and works as per the specifications during construction works. He/she should have excellent command on conduction of the laboratory tests necessary to control the quality of materials used in the works and also the quality of works being carried out. He/she should have adequate experience in pavement works including bituminous pavement. Material Engineer will be based in Team Leader's offices or at suitable locations as agreed with Department of Roads in order to effectively run and implement the project.

Qualification and other Requirements:

#### **Educational Qualification**

Preferable: Masters in Geo-Technical Engineering/Material Engineering

#### **Experience**

#### **General Civil Engineering Design/Supervision Works including Roads**

Minimum: 6 Number of Project (3/3 projects in design and supervision)  
 Preferable: 12 Number of Project (6/6 projects in design and supervision)



### **Experience in Design/Construction Supervision of Bridge Projects**

Minimum: 4 Nos. of Projects (2/2 projects in design and supervision)  
 Preferable: 8 Nos. of Projects (4/4 projects in design and supervision)

#### **F. Assistant Resident Engineer (82.00 person month)**

Assistant Resident Engineer will assist Team Leader and Others in execution of construction works. He/she will work under the guidance and supervision of professional Engineers. He/she will have the overall responsibility of assuring the quality of works. He/she will be responsible for testing and confirming the quality of materials with close coordination of Material Engineer used for road and other works in the project, setting up the laboratory and site procedures for confirming the quality of materials and works as per the specifications during construction works. He/She will be responsible for preparation or working drawings, measurement of works, supervision of works and assuring the adherence of work to the specifications and drawings. He/She will also check the correctness of line and level of setting outs of the road and other works.

Qualification and other Requirements:

#### **Educational Qualification**

Minimum: Graduate in Civil Engineering  
 Preferable: Masters in Structural/ Highway/Transport Engineering/ Construction Management

#### **Experience**

#### **General Civil Engineering Design/Supervision Works including Roads**

Minimum: 6 Number of Project (3/3 projects in design and supervision)  
 Preferable: 12 Number of Project (6/6 projects in design and supervision)

#### **Experience in Design/Construction Supervision of Bridge Projects**

Minimum: 4 Nos. of Projects (2/2 projects in design and supervision)  
 Preferable: 8 Nos. of Projects (4/4 projects in design and supervision)

#### **Inspector of Work [IOW] (168.00 person month)**

Inspector of Work will work under the guidance of Assistant Resident Engineer and assist him/her implementation of project activities at site. He/she should have adequate experience in road construction supervision and measurement of work.

Qualification and other Requirements:

#### **Educational Qualification**

Minimum: Certificate /Diploma Level in Civil Engineering or Graduate in civil Engineering

#### **Experience**

Minimum: 5 Years for certificate/Diploma degree holders,  
 2 years for Civil Engineering graduate degree holders

#### **Senior Lab Technician [SLT] (42.00 person month)**

Senior Lab Technician will work under the guidance of Material Engineer in close coordination with ARE/IOW.

Qualification and other Requirements:



### **Educational Qualification**

Minimum: Certificate level with training on laboratory testing of construction material.

### **Experience**

Minimum: 3 Years general experience of laboratory testing of Bridge/Road works

## **7. TEAM COMPOSITION**

The estimated consulting staff team composition requirements for performance of the services specified in the scope of work for Construction/Post Construction Supervision Consultancy Services are shown in table below:

### **Estimated Team Composition**

<b>Key Professional Staff</b>	<b>Number of Staff</b>	<b>Person input Man Month</b>	<b>Remarks</b>
Team Leader	1	42.00	Key Personnel
Structural/Bridge Engineer	1	28.00	Key Personnel
Structural/Bridge Engineer, International Expert	1	6.00	Key Personnel
Highway Engineer	1	18.00	Key Personnel
Material Engineer	1	42.00	Key Personnel
Assistant Resident Engineer	2	84.00	Key Personnel
Other short term specialist		15.00	Key Personnel (not considered for evaluation of technical proposal)
<b>Total</b>	<b>7</b>	<b>235.00</b>	

### **Note:**

- a) *The above key staff composition and estimated total key staff man-month is Client's estimate. The consultants are advised to assess their own requirement and propose their own staff composition and staff input requirement for efficient performance of their job as per the Terms of Reference. If the proposed consultant's team is found inadequate or not sufficient during the performance of the services then additional staff shall be provided by the consultant at their own cost. However, number of key Technician staff should not be less than the numbers mentioned above.*
- b) *During the post construction phase besides the input of Team Leader (intermittent), one Structural Engineer (intermittent), One Highway Engineer (intermittent), Two AREs (intermittent) & Two IOWs (intermittent) will be responsible for the post-supervision activities for bridge and road to be constructed or to be improved*
- c) *A Technical Proposal shall be considered unsuitable and shall be rejected for further evaluation if it does not respond to important aspect of ToR.*

## **8. CONSULTANTS FACILITIES**

It should be noted that the consultant would need to provide all the administrative, technical and support staff needed to carry out the services. The consultant shall also be responsible for providing all other necessary facilities and logistical support for its staff including accommodation, transportation, office equipment,



communications, utilities, office supplies and other miscellaneous requirements that are the required to run the project effectively and smoothly shall be included in the financial proposal.

**During the construction supervision period the consultant should provide following types of supervision vehicles to the following Key Technical Staffs;**

- (1) Type-I vehicle (4 WD Five Door Jeep) for Team Leader**
- (2) Type-II vehicle (4 WD Double Cab Pick-up) for Structural Engineer, Highway Engineer Material Engineer, Assistant Resident Engineer (4 vehicles)**
- (3) Type-III Motorcycle for Inspection of Works/Senior Lab Technician/Office Manager. The Consultant shall submit the financial proposal accordingly. For this purpose the required quantity for vehicle-month is presented in format 4 F. MISCELLANEOUS EXPENSES (PHASE II) If the consultant will submit the financial proposal with the number of vehicle less than above provision, than the Employer shall identify cost for additional vehicle and shall be added in financial proposal of the consultant to meet the requirement.**

The vehicle rental cost shall include the cost of driver, fuel, maintenance, insurance all complete. No additional cost shall be provided as separate item.

#### **9. DATA AND ASSISTANCE TO BE PROVIDED BY THE CLIENT**

The following shall be provided to the consultant by DOR

- a) Related reports
- b) Access to all other necessary documents and data available in DoR required for the performance of the consultant's services.
- c) Laboratory facilities (establishment of lab, equipment/ apparatus, lab boys and consumables at lab) will be provided through civil works contract.

#### **10. CONTRACTUAL ARRANGEMENTS**

The consultant's contract will be with Government of Nepal, Ministry of Physical Infrastructure and Transport, Department of Roads, Road Improvement Project and will be based on a contract agreement consistent with PPMO,s Standard Procurement Document for Consultancy Services for **Complex Time - Based large Assignments** consultancy services.



## Section 6. Standard Form of Contract



**STANDARD FORM OF CONTRACT**

**Consultants' Services**  
Time-Based Assignments

**Consultancy Services**  
**for**  
**Construction Supervision of Construction of RCC Box Girder Four Lane Bridge (800m) on Mahakali River**  
**including Approach Road and Others, Dodhara, Kanchanpur**

**Package No: RIP-III/3371334/CSMB-06/073/74**

*Road Improvement Project*  
Department of Road  
Babarmahal, Kathmandu, Nepal

Financing Agency: Government of Nepal

June 2017



Contract for Consultant Services

**For**

**Construction Supervision of Construction of RCC**

**Box Girder Four Lane Bridge (800m)**

**on**

**Mahakali River including Approach Road and Others, Dodhara, Kanchanpur**

**Package No: RIP-III/3371334/CSMB-06/073/74**

Between

Department of Roads  
Road Improvement Project  
Rammandir Marg, Battisputali,  
Kathmandu, Nepal

And

\_\_\_\_\_  
[Name of the Consultants]

Dated: \_\_\_\_\_



## I. Form of Contract

This CONTRACT (hereinafter called the "Contract") is made the ..... day of the month of ....., between, on the one hand, *Ministry of Physical Infrastructure and Transport, Department of Roads, Road Improvement Project* (hereinafter called the "Client") and, on the other hand, ..... (hereinafter called the "Consultants").

**[Note: If the Consultants consist of more than one entity, the above should be partially amended to read as follows: "... (hereinafter called the "Client") and, on the other hand, 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;
- (c) the Client has received [or has applied for] a loan [or credit or grant] from the Donor Agency (hereinafter called the "Donor") towards the cost of the Services and intends to apply a portion of the proceeds of this loan [credit or grant] to eligible payments under this Contract, it being understood (i) that payments by the Donor will be made only at the request of the Client and upon approval by the Donor, (ii) that such payments will be subject, in all respects, to the terms and conditions of the agreement providing for the loan [or credit or grant], and (iii) that no party other than the Client shall derive any rights from the agreement providing for the loan [or credit or grant] or have any claim to the loan [or credit or grant] proceeds;

[Note: Include clause (c) only in donor-funded projects. Otherwise omit.]

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: **[Note: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.]**
    - Appendix A: Description of the Services
    - Appendix B: Reporting Requirement
    - Appendix C: Key Personnel and Sub-consultants
    - Appendix D: Medical Certificate
    - Appendix E: Hours of Work for Key Personnel
    - Appendix F: Duties of the Client
    - Appendix G: Cost Estimates in Foreign Currency
    - Appendix H: Cost Estimates in Local Currency
    - Appendix I: Form of Guarantee for Advance Payments
    - Appendix J: Minutes of Negotiations Meetings
2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract, in particular:
  - (a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) The Client shall make payments to the Consultants in accordance with the provisions of the Contract.





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

For and on behalf of *Ministry of Physical Infrastructure and Transport, Department of Roads, Road Improvement Project*

\_\_\_\_\_  
*[Project Coordinator]*

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:

"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;

"Government" means Government of Nepal.

"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;

"Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GCC 2.1;

"Foreign Currency" means any currency other than the currency of the Government;

"GCC" means these General Conditions of Contract;

"Donor" means the organization offering loan, credit or grant to GoN

"Local Currency" means the currency of the Government;

"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;

"Party" means the Client or the Consultants, as the case may be, and "Parties" means both of them;

"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 GCC 4.2(a);

"SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;

"Services" means the work to be performed by the Consultants pursuant to this Contract, as described in Appendix A hereto;

"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;

"Third Party" means any person or entity other than the Government, the Client, the Consultants or a Sub-consultant.

#### 1.2 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the Client and the Consultants. The Consultants, subject to this Contract, have complete charge of Personnel and 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 SCC.
- 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 thirty ( 30 ) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
- 2.3 Commencement of Services** The Consultants shall begin carrying out the Services at the end of such time period after the Effective Date as shall be specified in the SCC.
- 2.4 Expiration of Contract** Unless terminated earlier pursuant to Clause GCC 2.9 hereof, this Contract shall terminate at the end of such time period after the Effective Date as shall be specified in the SCC.
- 2.5 Entire** This Contract contains all covenants, stipulations and provisions agreed by the Parties.



- Agreement** 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** 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.
- Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Subconsultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.
- 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 fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.
- 2.7.3 Measures to be Taken** A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- 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.
- 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 weather:

the consultant had made the best possible efforts to complete the work in due time ,

the facilities to be provided by the Client as per the contract to the Consultant was made in time or not,

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 GCC 2.9.1, terminate this Contract:

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;

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;

if the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 8 hereof;

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;

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



if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

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:

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;

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;

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

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 Subconsultants or Third Parties.

- 3.1.2 Law Governing Services** The Consultants shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Subconsultants, as well as the Personnel of the Consultants and any Subconsultants, comply with the Applicable Law. The Client shall notify the Consultants in writing of relevant local customs, and the Consultants shall, after such notification, respect such customs.

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

#### 3.2 Conflict of Interests

- 3.2.1 Consultants Not to Benefit from Commissions, Discounts, etc.** The remuneration of the Consultants pursuant to Clause GCC 6 hereof shall constitute the Consultants' sole remuneration in connection with this Contract or the Services and, subject to Clause GCC 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** 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

- Activities** 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:
- 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
- after the termination of this Contract, such other activities as may be specified in the SCC.
- 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 coverages, as shall be specified in the SCC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.
- 3.6 Accounting, Inspection and Auditing** The Consultants (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof (including such bases as may be specifically referred to in the SCC), and (ii) shall permit the Client or its designated representative 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 Subconsultant and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the 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** 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.

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.

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.**

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.

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**

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.

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 (i) and (ii) 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 SCC, 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:

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;

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;

facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Personnel and their eligible dependents;

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;

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;

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

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** 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.
- 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 SCC. The Consultants shall notify the Client as soon as cumulative charges incurred for the Services have reached 80% of either of these ceilings.
- c) Notwithstanding Clause GCC 6.1(b) hereof, if pursuant to any of the Clauses GCC 5.3, 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 SCC.

### 6.3 Currency of Payment

All payment to the consultant for the performance of the services shall be made in the local currency of the GoN.

### 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 GCC 8 hereof.

## 8. Settlement of Disputes

- 8.1 Amicable Settlement** The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.
- 8.2 Dispute Settlement** Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be referred to the Adjudicator 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 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 SCC, 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 any other right of the Client under this Contract, the remedies available to the Client in the event of breach of the Contract by the Consultant are as follows:

- a. Rejection of defective performance,
- b. Prompt replacement and correction of defective services,
- c. Application of liquidated damages for delay as per the provision of the Contract,
- d. Termination of the contract and correction of the services, not performed as per the requirement of the contract, at the expense of the consultant,
- e. Recovery for consequential damages;
- f. Such other remedies as may be available pursuant to the contract or to applicable law.

#### 10. Conduct of Consultants

- 10.1 The Consultant shall be responsible to fulfill his obligations as per the requirement of the Contract Agreement, RFP documents and GoN's Procurement Act and Regulations.
- 10.2 The consultant shall not carry out or cause to carryout 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:  
The Project Coordinator  
Department of Roads  
Road Improvement Project  
Rammandir Marg, Battisputali, Kathmandu, Nepal  
Telephone: : Tel: +977 1 4465247  
Facsimile number: +977 1 4494609  
E-mail: rip@dor.gov.np

**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, Twenty Four (24)hours following confirmed transmission;
- (c) in the case of telegrams, Twenty Four (24) hours following confirmed transmission;  
and
- (d) in the case of facsimiles, , Twenty Four (24) hours following confirmed transmission.
- (e) in case of E-mail, Twenty Four (24) hours following confirmed transmission.

1.8

The Member in Charge

**Note: If the Consultants consist of a joint venture of more than one entity, the name of the entity whose address is specified in Clause SCC 1.6.1 should be inserted here. If the Consultants consist only of one entity, this Clause SCC 1.8 should be deleted from the SCC.]**

1.9

The Authorized Representatives are:

For the Client:                      The Project Coordinator  
Road Improvement Project  
Rammandir Marg, Battisputali  
Kathmandu, Nepal

For the Consultants: \_\_\_\_\_



- 2.1** The effectiveness conditions are the following:  
Effectiveness of the Contract shall begin from the 7(Seven) days after the clients notice to consultants to begin carrying out the services.
- 2.2** The time period shall be 3 (Three) months or such other time period as the parties may agree in writing.
- 2.3** The date of begin of contract effectiveness as per SCC 2.1.
- 2.4** The time period shall be approximately 42 (Forty-eight) months for Construction Supervision Period excluding intermittent service for the defect liability period (One Year) from the date of commencement or such other time period as the parties may agree in writing.
- [3.2.3(b)]** ***Note:** It is essential that Consultants who advise Clients on the privatization of state owned enterprises or other assets (or on related problems), be prohibited from "switching sides" upon completion of their assignment and then either appearing as purchaser of these enterprises/assets or advising potential purchasers in this context. In these situations, the following provision must be used:*
- "For a period of two years** after the expiration of this Contract, the Consultants shall not engage, and shall cause their Personnel as well as their Sub-consultants and their Personnel not to engage, in the activity of a purchaser (directly or indirectly) of the assets on which they advised the Client under this Contract nor in the activity of an adviser (directly or indirectly) of potential purchasers of such assets. The Consultants also agree that their affiliates shall be disqualified for the same period of time from engaging in the said activities."
- 3.4** **Limitation of the Consultants' Liability towards the Client**
- (a) Except in case of gross negligence or will full 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** **The risks and the coverage's shall be as follows:**
- a.** Third Party motor vehicle liability insurance in respect of motor vehicles operated in Nepal by the Consultants or their Personnel or any Sub-consultants or their Personnel, with a minimum coverage of NRs Three Million (3,000,000);
- b.** Third Party liability insurance, with a minimum coverage of NRs One Million(1,000,000)



- c. Professional liability insurance, with a minimum coverage of **Total Sum of the Contract**.
- d. Employer's liability and workers' compensation insurance in respect of the Personnel of the Consultants and of any Sub-consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and
- e. Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultants' property used in the performance of the Services, and (iii) any documents prepared by the Consultants in the performance of the Services.
- f. *Client takes no responsibility in respect of any life, health, accident, travel and insurance which may be necessary or desirable for the Personnel or Sub-Consultants and specialists associated with the Consultants for the purpose of the services not for any number of any family if any such person..*

3.6 **Not Applicable**

3.7 The Other actions are:

- i. Issuing work commencement order to the Contractor.
- ii. Issuing Variation Order
- iii. Rising the time for completion of works
- iv. Approving subcontracting of any part of the work

3.9 "The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client."

4.5 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. The consultant shall use this facility for up to 5 nos. of replacement of the key personnel. If it becomes necessary to replace more than 5 nos. of Key personal 5 % of remuneration of proposed position shall be deducted for each replacement.

6.1(b) The ceiling in local currency is: NRs (100% Payment shall be made in NRs)

6.2(a) Payments for remuneration made in accordance with Clause GC 6.2 in local currency shall be adjusted as follows:

- (a) **Not Applicable**



- 6.2(b) (1) It is understood (i) that the remuneration rates shall cover (A) such salaries and allowances as the Consultants shall have agreed to pay to the Personnel as well as factors for social charges and overhead based on the Consultants' average costs, as represented by the financial statements of the Consultants' latest three fiscal years, (B) the cost of backstopping by home office staff not included in the Personnel listed in Appendix C, and (C) the Consultants' fee, (ii) that bonuses or other means of profit-sharing shall not be allowed as an element of overhead, and (iii) that any rates specified for persons not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Client, once the applicable salaries and allowances are known.
- (2) Remuneration for periods of less than one month shall be calculated on an hourly basis for actual time spent in the Consultants' home office and directly attributable to the Services (one hour being equivalent to 1/240th of a month) and on a calendar-day basis for time spent away from home office (one day being equivalent to 1/30th of a month).
- 6.2 (c) Reimbursable Expenditure includes:  
Internal Travel cost (Miscellaneous Travel Expenses), Out of Pocket Allowances, Office operating expenses including office space, furniture, office utilities.
- 6.3 All payments shall be made in Nepalese Currency.
- 6.4(a) **Not Applicable**
- 6.4(c) The interest rate is: **As per Government of Nepal's rules and regulations.**
- 6.4(e) The accounts are: **To be submitted by the Consultant after signing the Agreement.**
- 6.5 a) Retention : **5 % of the invoice amount**
- 6.6 Liquidated Damages : **at the rate of 0.05 % of contract price per day to a maximum of 10% of the sum stated in the Agreement**
- 8.2 Replace "Adjudicator or Dispute Resolution Board (DRB)" with "Arbitration"
- 8.3 Appointment of the Adjudicator Delete sub clauses 8.3(a), 8.3(b) and 8.3(c).
- 8.4 Delete subclause 8.4 (a) and 8.4 (b).
- 8.4 (c) Disputes shall be settled by arbitration in accordance with the following provisions:
1. **Selection of Arbitrators.**
    - A. Contract Based on National Proposals or Contract based on International Proposals with GoN funding
    - B. 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 Council of Arbitration, NEPCA and the arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of NEPCA.

- C. 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.
- D. Miscellaneous. In any arbitration proceeding hereunder:
- (a) Proceedings shall, unless otherwise agreed by the Parties, be held in Kathmandu, Nepal.
  - (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.



**Model Form I**

See Clause SCC 6.2(b)(i)

Consulting Firm:

Country:

Assignment:

Date:

Consultants' Representations Regarding Costs and Charges

We hereby confirm that (a) the basic salaries indicated below are taken from the firm's payroll records and reflect the current salaries of the staff members listed which have not been raised other than within the normal annual salary increase policy as applied to all the firm's staff; (b) attached are true copies of the latest salary slips of the staff members listed; (c) the away from headquarters allowances indicated below are those that the Consultants have agreed to pay for this assignment to the staff members listed; (d) the factors listed below for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and (e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

(Expressed in *[name of currency]*)

Name	Position	Basic Salary per Working Month/Day/Year (a)	Social Charges <sup>1</sup> (b)	Overhead <sup>1</sup> (c)	Away from Headquarters Allowance (f)
etc.					

<sup>1</sup> Expressed as a percentage of (a).

\_\_\_\_\_  
*[Name of Consulting Firm]*

\_\_\_\_\_  
 Signature of Authorized Representative

\_\_\_\_\_  
 Date

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Note:** For field staff, use Basic Salary per Working Month; for home office staff, Basic Salary per Working Day or Hour. For field staff, also fill in Away from Headquarters Allowance, if any. This form (and the one on the next page) should not be part of the signed Contract but should be executed by the Consultants separately. See Notes in Clause SCC 6.2(b)(i).



**Model Form II**

See Notes to Form on preceding page and to Clause SCC 6.2(b)(i)

**Breakdown of Agreed Fixed Rates in Consultants' Contract**

We hereby confirm that we have agreed to pay to the staff members listed, who will be involved in this assignment, the basic salaries and away from headquarters allowances (if applicable) indicated below:

(Expressed in *[name of currency]*)

Name	Position	Basic Salary per Working Month/Day/Year <i>(a)</i>	Social Charges <sup>1</sup> <i>(b)</i>	Overhead <sup>1</sup> <i>(c)</i>	Subtotal <i>(d)</i>	Fee <sup>2</sup> <i>(e)</i>	Away from Headquarters Allowance <i>(f)</i>	Agreed Fixed Rate per Working Month/Day/Hour <i>(g)</i>	Agreed Fixed Rate <sup>1</sup> <i>(h)</i>
etc.									
<sup>1</sup> Expressed as a percentage of <i>(a)</i> .									
<sup>2</sup> Expressed as a percentage of <i>(d)</i> .									

Signature \_\_\_\_\_

Date \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



## IV. Appendices

### Appendix A – Description of the Services

Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Client, etc.:- **Are illustrated in attached Terms of Reference (ToR).**

Location:- The proposed bridge site is located at Far-Western Region, Mahakali zone, Kanchanpur District. The site is about 5.6Km D/S of Sharda Barrage and 2.6 Km U/S of existing suspension Bridge. The coordinate of Bridge site is 80°06'10.2" E 28°56'38.29

### Appendix B – Reporting Requirements

List format, frequency, and contents of reports; persons to receive them; dates of submission; etc.

**Are illustrated in attached Terms of Reference (ToR).**

### Appendix C – Key Personnel and Sub-consultants

List under: C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of Key foreign Personnel to be assigned to work in Nepal, and staff-months for each.

C-2 Same information as C-1 for Key local Personnel.

Provision of Sub-consultants:- Not Applicable

### Appendix D– Medical Certificate: Not Applicable

**Appendix E– Hours of Work for Key Personnel:** - List working hours and holidays for key personnel. In case of foreign personnel mention commencement and departure duration considering travelling period.

### Appendix F– Duties of the Client

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

Are illustrated in attached Terms of Reference (ToR).

### Appendix G – Cost Estimates in Foreign Currency :- Not Applicable

### Appendix H – Cost Estimates in Local Currency

List hereunder cost estimates in local currency:

1. Monthly rates for local Personnel (Key Personnel and other Personnel)
2. Reimbursable expenditures as follows:
  - (a) Per diem rates for subsistence allowance for foreign short-term Personnel, plus estimated totals.
  - (b) Living allowances for long-term foreign Personnel, plus estimated totals.
  - (c) Cost of local transportation.
  - (d) Cost of other local services, rentals, utilities, etc.