Government of Nepal
Ministry of Physical Infrastructure and Transport
Department of Road
North-South/Trade Route Improvement Project
Directorate

Phone:-5529130
Fax:-
Chakupat,
Lalitpur

Ref no:-382

Date: 2073-12-21

Ref: Short listing of Consultants for Consultancy Services for Detailed Engineering Survey, Design and Preparation of Report of N-S Mechi Corridor (Kakarbhitta Pashupatinagar Chiyobhanjyang Road), 120 Km

**Subject: Notice for Short listing of Consultants/Submission of Proposals**

M/S TMS-Card-Slate JV
M/S NREC-TC-BMCL JV
M/S FIDA-LEASER- EAGLE JV
M/S GOEC Nepal P. Ltd
M/S Sitara-Homeland JV
M/S Beam-Cemeca JV
M/S GEC-ERMC JV
M/S Rural Infrastructure Developers Consultants
M/S Radec-Meh-Sakhuwa JV
M/S CIAS-Multi-ECoCoDE JV
M/S GIDA-GIDAN JV
M/S BDA-BN-Dream Geo Lab JV
M/S Silt-Cerc-GeoCom JV
M/S Welink-Global-Bridge JV
M/S North Star-ITECO-IDRS JV
M/S Full Bright-National-National Engineering JV
M/S GEOCE-Unique-YGF JV

As per notice or invitations for EOI Published in Nayapatrika National daily dated on 10 Falgun, 2073 for the purpose of short listing of consultants as qualified eligible and experienced firms for Short listing of Consultants for Consultancy Services for Detailed Engineering Survey, Design and Preparation of Report of N-S Mechi Corridor (Kakarbhitta Pashupatinagar Chiyobhanjyang Road), We kindly inform you that EOI submitted by your firm/JV, have been selected for short listing as per clause 30 sub clause 5 of PPA 2063. Short listed consulting firms are requested to submit Proposals as per the Provision made in the **clause 2 of Section "Information to Consultants"** of RFP document to Department of Roads, North-South/Trade Route Improvement Project Chakupat, Lalitpur within office hours of 02 May, 2017 (2074-01-19) and opening date for Technical Proposal is 03 May, 2017 (2074-01-20), 1:00 PM.

Thanking you.

(Gopal Prasad Sigdel)
Project Director

**C/C: For kind Information**
M/S TAEC-Rajdevi-IMERC JV
M/S Tech Studio of Engineering

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

**North South/Trade Route Improvement Project Directorate**
**Chakupat, Lalitpur**

# REQUEST FOR PROPOSAL

Title of Consulting Service: Detailed Engineering Survey and Design and Preparation of DPR

Project Name: N-S Mechi Corridor (Kakarbhitta Pashupatinagar Chiyobhanjyang Road), 120 Km

Office Name: North South/Trade Route Improvement Project Directorate

Office Address: Chakupat, Lalitpur

Financing Agency: Government of Nepal

April, 2017



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# Request for Proposals

| | |
|---|---|
| Country: | Nepal |
| Title of Consulting Services: | Detailed Engineering Survey and Design and preparation of DPR |
| Project Name: | N-S Mechi Corridor (Kakarbhitta Pashupatinagar Chiyobhanjyang Road), 120 Km |
| Office Name: | North South/Trade Route Improvement Project Directorate |
| Office Address: | Chakupat, Lalitpur |
| Financing Agency: | Government of Nepal |

**Contract No. : ACQMP/3371454/2073/074-009**

**Consultant's Name and Address:**



# Section 1. Letter of Invitation

Lalitpur, 2073

Dear.....

1. Government of Nepal (GoN) has allocated funds toward the cost of **N-S Mechi Corridor (Kakarbhitta Pashupatinagar Chiyobhanjyang Road), 120 Km** Project and intends to apply a portion of this fund to eligible payments under this Contract.

2. **N-S Mechi Corridor (Kakarbhitta Pashupatinagar Chiyobhanjyang Road), 120 Km** Projects now invites proposals to provide the following consulting services: Detailed engineering survey and Design including cost estimate. 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:

**List of Consultants**

| | |
|---|---|
| 1 | TMS-Card-Slate JV |
| 2 | NREC-TC-BMCL JV |
| 3 | FIDA-LEASER- EAGLE JV |
| 4 | GOEC Nepal P. Ltd |
| 5 | Sitara-Homeland JV |
| 6 | Beam-Cemeca JV |
| 7 | GEC-ERMC JV |
| 8 | Rural Infrastructure Developers Consultants |
| 9 | Radec-Meh-Sakhuwa JV |
| 10 | CIAS-Multi-ECoCoDE JV |
| 11 | GIDA-GIDAN JV |
| 12 | BDA-BN-Dream Geo Lab JV |
| 13 | Silt-Cerc-GeoCom JV |
| 14 | Welink-Global-Bridge JV |
| 15 | North Star-ITECO-IDRS JV |
| 16 | Full Bright-National-National Engineering JV |
| 17 | GEOCE-Unique-YGF JV |

4. A consultant shall be selected under QCBS method 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.

Yours sincerely,

.....
**Gopal Prasad Sigdel**
**Project Director**



# Section 2. Information to Consultants

**1. Introduction**

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

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

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

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

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

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

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

a. A consultant, which has been engaged by the Client to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing consulting services for the same project. Conversely, consultants hired to provide consulting services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the consultant's earlier consulting services) for the same project.

b. Consultants or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the consultants.

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



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

a. defines, for the purposes of this provision, the terms set forth below as follows:

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

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

b. will reject a proposal for award if it determines that the consultant recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;

c. will cancel the consultant's contract if it at any time determines that corrupt or fraudulent practices were engaged in by representatives of the consultant or the Client during the selection process or the execution of that contract;

d. will debar a consultant for a stated period of time, to be awarded a contract if it at any time determines that the consultant has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract; and

e. will have the right to require that, a provision be included requiring consultants to permit the Client inspect their accounts and records relating to the performance of the contract and to have them audited by auditors appointed by the Client.

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

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

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

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

2.2 At any time before the submission of proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited consultant, amend the RFP. Any



amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex, facsimile, or electronic mail to all invited consultants and will be binding on them. The Client may at its discretion extend the deadline for the submission of proposals.

**3. Preparation of Proposal**

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.

ii. For assignments on a staff-time basis, the estimated number of professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of professional staff-months estimated by the consultant. For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.

iii. It is desirable that the majority of the key professional staff proposed be permanent employees of the consultant or have an extended and stable working relationship with it.

iv. Proposed professional staff must, at a minimum, have the experience indicated in the Data Sheet, preferably working under conditions similar to those prevailing in Nepal.

v. Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

vi. Reports to be issued by the consultants as part of this assignment must be in the language(s) as specified in the Data Sheet.

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

i. A brief description of the consultant's organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, *inter alia*, the client, location and duration of the assignment, contract amount, and consultant's involvement.

ii. Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 3C).



iii. A description of the methodology and work plan for performing the assignment (Section 3D).

iv. The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 3E).

v. CVs recently signed by the proposed professional staff and the authorised representative submitting the proposal (Section 3F). Key information should include number of years working for the consultant/entity and degree of responsibility held in various assignments during the last ten (10) years.

vi. Estimates of the total staff input (professional and support staff; staff time) needed to carry out the assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member (Sections 3E and 3G).

vii. A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.

viii. Any additional information requested in the Data Sheet.

3.5 The Technical Proposal shall not include any financial information.

**Financial Proposal**

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

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

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

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

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

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



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

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

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

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

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

## 5. Proposal Evaluation

**General**

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

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

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

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

5.4 In the case of Quality-Based Selection, the highest ranked consultant is invited to negotiate its proposal and the contract on the basis of the Technical Proposal and the Financial Proposal submitted in accordance



with the instructions given in para. 1.2 and the Data Sheet.

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

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

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

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

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

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

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

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

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

**6. Negotiations**

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

6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the consultant to improve the Terms of Reference. The Client and consultant will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field



and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the contract. Special attention will be paid to getting the most the consultant can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.

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

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

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

**7. Award of Contract**

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

7.2 Any consultant, who has submitted a proposal and is not satisfied with the procurement process or Client's decision provided as per Sub - Clause 7.1 and believes that the Client has committed an error or breach of duty which has or will result in loss to him then the consultant may give an application for review of the decision to the Client with reference to the error or breach of duty committed by the Client. The review application should be given within 7 days of receipt of information regarding the issue of letter by the Client notifying it's intention to accept the winning proposal pursuant to Sub Clause 7.1.

7.3 If the review application is not received by the Client pursuant to Sub-Clause 7.2 then the proposal of the Consultant, selected as per Sub-Clause 7.1 shall be accepted and the successful consultant shall be notified to come for signing the Agreement within 15 days.

7.4 If the Consultant fails to sign an agreement pursuant to Sub-Clause 7.3 then the Client will invite the consultant whose proposal received



the next highest score to negotiate a contract.

7.5 If a review application is received by the Client pursuant to Clause 7.1 then the Client will clarify and respond within 5 days of receiving such application

7.6 If the applicant is not satisfied with the decision given by the procuring entity and/ or the decision is not given by the Procuring Entity Chief within 5 days then the applicant can file a complaint to the Review committee within 7 days.

7.7 The Client shall return the unopened Financial Proposals of those consultants who did not pass the technical evaluation.

7.8 The consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

**8. Confidentiality**

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

**9. Conduct of Consultants**

9.1 The Consultant shall be responsible to fulfil his obligations as per the requirement of the Contract Agreement, RFP documents and GoN's Public Procurement Act and Regulations.

9.2 The consultant shall not carry out or cause to carryout the following acts with an intention to influence the implementation of the procurement process or the procurement agreement :

a. give or propose improper inducement directly or indirectly,

b. distortion or misrepresentation of facts

c. engaging or being involved in corrupt or fraudulent practice

d. interference in participation of other prospective bidders.

e. coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceedings,

f. collusive practice among consultants before or after submission of proposals for distribution of works among consultants or fixing artificial/uncompetitive proposal price with an intention to deprive the Client the benefit of open competitive proposal price.

g. contacting the Client with an intention to influence the Client with regards to the proposals or interference of any kind in examination and evaluation of the proposals during the period after opening of proposals up to the notification of award of contract

**10. Blacklisting Consultant**

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

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



b) if the bidder fails to sign an agreement pursuant to Information to Consultants clause 7.3,

c) if it is proved later that the bidder/contractor has committed substantial defect in implementation of the contract or has not substantially fulfilled his obligations under the contract or the completed work is not of the specified quality as per the contract

d) if convicted by a court of law in a criminal offence which disqualifies the consultant from participating in the contract.

e) if it is proved that the contract agreement signed by the consultant was based on false or misrepresentation of consultant's qualification information,

f) other acts mentioned in the Data Sheet or SCC

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

**11. Insurance**

11.1 The Consultant shall provide Professional Liability Insurance in the joint names of Consultant and Employer within the 30 days from agreement date to maintain continuous coverage of all risk in effect from the commencement of services to one (1) years beyond the termination or completion of services required by agreement.

The policy shall provide coverage for all services to be performed in connection with the agreement by the selected consultant. No contract shall relieve the consultant of the responsibility for providing Errors & Omissions or Professional Liability Coverage for all work performed by the consultant on the project.

11.2 Policies and certificates for insurance shall be delivered by the Consultant to the Project Director for approval before the start date. All such insurance shall provide for compensation to be payable in the proportions of Nepalese Rupees required to rectify Errors & Omissions incurred.

11.3 Alterations to the terms of insurance shall not be made without the approval of the Project Director.

11.4 Both parties shall comply with any conditions of the insurance policies.



# Information to Consultants

**DATA SHEET**

**Clause Reference**

| | |
|---|---|
| 1.1 | The name of the Client is**: North South/Trade Route Improvement Project Directorate**<br><br>The method of selection is: Quality and cost based selection (**QCBS)** |
| 1.2 | The name, objectives, and description of the assignment are:<br><br>Name: **N-S Mechi Corridor (Kakarbhitta Pashupatinagar Chiyobhanjyang Road), 120 Km**<br><br>Objectives: **Detailed Engineering Survey and Design of Road and DPR preparation**<br><br>Description**: Conduct Detailed Engineering Survey, Detailed Design, Cost Estimate and DPR preparation of N-S Mechi Corridor (Kakarbhitta Pashupatinagar Chiyobhanjyang Road), 120 Km** |
| 1.3 | conference will be held: ***Yes, 21st days from the date of issue of letter of invitation, 13:00 hours at DOR, North South/Trade Route Improvement Project Directorate***<br><br>The name(s), address(es), and telephone numbers of the Client's official(s) are:<br><br>Name: ***North South/Trade Route Improvement Project Directorate***<br><br>Address: Chakupat, Lalitpur<br><br>Telephone No. : |
| 1.4 | The Client will provide the following inputs: **Brief description and importance of the Project**. |
| 1.10 | The clauses on fraud and corruption in the Contract are: **1.8** |
| 2.1 | Clarifications may be requested 7 days before the submission date,<br><br>The address for requesting clarifications is: ***North South/Trade Route Improvement Project Directorate***<br>Telephone:<br>Email:acqmp.dor@gmail.com |
| 3.1 | Proposals should be submitted in the following language(s***):English*** |
| 3.3 | (i) Short listed consultants/entity may associate with other short listed consultants: ***No***<br><br>The estimated number of professional staff-months required for the assignment is: As per BOQ<br><br>Available Budget for Fixed Budget Assignment : N/A<br><br>(ii) Reports that are part of the assignment must be written in the following language(s): English |



| | |
|---|---|
| 3.9 | Proposals must remain valid 90 days after the submission date. |
| 4.4 | The proposal submission address: **North South/Trade Route Improvement Project Directorate , Chakupat, Lalitpur**<br><br>Information on the outer envelope should also include :<br><br>To,<br>**The Project Director**<br>**North South/Trade Route Improvement Project Directorate**<br>**, Chakupat, Lalitpur**<br><br>***Contract No: ACQMP/3371454/2073/074-009***<br><br>***Technical Proposal or Financial Proposal (Separate in Two Envelope) "For Detailed Engineering Survey, Design and Preparation of Detailed Project Report (DPR)" of* N-S Mechi Corridor (Kakarbhitta Pashupatinagar Chiyobhanjyang Road), 120 Km** |
| 4.5 | Proposals must be submitted no later than As per letter |
| 5.1 | The address to send information to the Client is*:*<br><br>**The Project Director**<br>**North South/Trade Route Improvement Project Directorate,**<br>**Chakupat, Lalitpur, Nepal.** |
| 5.3 | The Technical Proposal will be evaluated on the following grounds: |

| S.N. | Particulars | Maximum points |
|---|---|---|
| 1 | Relevant experience of the firm | 20 |
| 2 | Methodology of Service Delivery | 30 |
| 3 | Technology Transfer | 5 |
| 4 | Professional Key Personnels | 45 |

1) Relevant experience of the firm Maximum 20 marks

| Work Experience | As consultant |
|---|---|
| Completion of work of "Detailed Engineering Survey and Design" or "DPR" or "Construction Survey, Design and Supervision" of a Road (Road Length equal to or more than 30KM) | 2.0 points for each job |

2) Methodology of Service Delivery Maximum 30 marks

| SN | Particulars | Evaluation Remarks | Total Marks |
|---|---|---|---|



| | | | |
|---|---|---|---|
| **Desk Study** | Comments or suggestions on ToR and services | Not Significant | 4.0 |
| | | General Comments or Suggestion | |
| | | Slightly Specific Comments or Suggestion | |
| | | Significantly Specific Comments or Suggestion | |
| | Description and review any relevant documents like Design standards etc. | Not Significant | 3.0 |
| | | General Review | |
| | | Slightly Critical Review | |
| | | Critical review | |
| | If any of the key personnel has visited and described the site and has attached supporting photographs with a site visit letter from Government agencies as concerned Division Road Office/District Development Committee/ Municipality Office/Village Development Committee. | No Description | 5.0 |
| | | General Description | |
| | | General Description with site photograph and a site visit letter | |
| | | Technical Description with site photograph and a site visit letter | |
| **Proposed Methodology** | Methodology to perform Socio-economic & Traffic Study, review of feasibility study of new road section | Not Significant | 3.0 |
| | | General Methodology | |
| | | Clear Methodology without flow charts | |
| | | Clear Methodology with flow charts | |
| | Methodology to perform Detailed Engineering Survey, Hydrology, Soil investigation, Pavement Design, Enviornmental study etc. | Not Significant | 6.0 |
| | | General Methodology | |
| | | Clear Methodology without flow charts | |
| | | Clear Methodology with flow charts | |
| | Methodology of DPR Preparation | Not Significant | 3.0 |
| | | General Methodology | |
| | | Clear Methodology without flow charts | |
| | | Clear Methodology with flow charts | |
| **Proposed Schedule** | Work schedule with description | Not Significant | 3.0 |
| | | Fairly justify the proposed methodology | |
| | | Moderately Justify the proposed methodology | |



| | | | |
|---|---|---|---|
| | | Relevant to proposed methodology | |
| | Manning schedule as per Work Schedule | Not Significant | 3.0 |
| | | Fairly justify the proposed Work Schedule | |
| | | Moderately Justify the proposed Work Schedule | |
| | | Relevant to proposed Work Schedule | |
| | **Total Marks** | | **30.0** |

3) Technology Transfer Maximum 5 marks

| Particulars | Evaluation Remarks | Marks |
|---|---|---|
| The idea of sharing know-how of the works highlights on dissemination of knowledge and training proposed by the consultant. | Not Significant | 5.0 |
| | General | |
| | Moderate with standard method of description | |
| | Significant description with charts | |

4) Professional Key Personnels
4.1 Marks for Key Personnel:- 10 marks

| Professional Key Personnel | Maximum Marks for year of experience | Minimum experience after Bachelor Degree | Education required | Marks for each year |
|---|---|---|---|---|
| ***Team Leader (Highway/Transport Engineer)*** | **3** | 6 | M.Sc. in Highway/ Transportation Engineering or Equivalent | 0.20 marks each year |
| ***Geotechnical Engineer*** | **2** | 4 | M.Sc. in Geotechnical Engineering or Equivalent | 0.20 marks each year |
| ***Hydrologist*** | **1.5** | 4 | M.Sc. In Water Resource / Hydrology/ Hydraulics Engineering or Equivalent | 0.15 marks each year |
| ***Transport Economist/Sociologist*** | **1.3** | 4 | M.A. In Economics/ Sociology or | 0.13 marks each year |



| | | | | | |
|---|---|---|---|---|---|
| | | | Equivalent | | |
| ***Envioronmentalist*** | **1.2** | 4 | Master's degree in Enviornmental Science/ Engineering or Equivalent | 0.12 marks each year | |
| ***Civil Engineer*** | **1** | 4 | B.E in Civil Engineering or Equivalent | 0.10 marks each year | |
| ***Total=*** | **10** | | | | |

4.2 Marks for CV of Key Personnel:- 35

| Professional Key Personnel | Maximum Marks | Minimum experience after Bachelor Degree | Education required | Marks for specific job experience |
|---|---|---|---|---|
| ***Team Leader (Highway/Transport Engineer)*** | **10** | 6 | M.Sc. in Highway/ Transportation Engineering or Equivalent | 1 marks for each job |
| ***Geotechnical Engineer*** | **7** | 4 | M.Sc. in Geotechnical Engineering or Equivalent | 1 marks for each job |
| ***Hydrologist*** | **6** | 4 | M.Sc. In Water Resource / Hydrology/ Hydraulics Engineering or Equivalent | 1 marks for each job |
| ***Transport Economist/Sociologist*** | **4** | 4 | M.A. In Economics/ Sociology or Equivalent | 1 marks for each job |
| ***Environmentalist*** | **4** | 4 | Master's degree in Enviornmental Science/ Engineering or Equivalent | 1 marks for each job |
| ***Civil Engineer*** | **4** | 4 | B.E in Civil Engineering or Equivalent | 1 marks for each job |
| ***Total=*** | **35** | | | |

2. EVALUATION OF FINANCIAL PROPOSALS



The financial proposal of any firm shall be evaluated based on the amount quoted by the firm for the execution of the Feasibility study works. The score for the financial proposal of a firm shall be determined using the following formula.

F = (Alowest/A)*100
Where,
F -score for the financial proposal of the firm, whose financial proposal is being evaluated
Alowest -lowest of the financial proposal amounts quoted by the firms, which have been selected after evaluation of their technical proposals
A -amount quoted by the firm, whose financial proposal is being evaluated

3. OVERALL EVALUATION OF PROPOSALS

After the evaluation of the technical and financial proposals of the firms the overall score obtained by any firm is calculated by assigning a weightage of 85% to the score obtained in technical proposal and 15% to the score obtained in the financial proposal. The overall score is calculated by the following formula:

Overall score = 0.85*T + 0.15*F
Where,
T -score for the technical proposal of the firm, whose proposal is being evaluated
F - score for the financial proposal of the firm, whose proposal is being evaluated

Note 1:-The firm and/or JV shall have to submit Notary Public attested Experience Certificates. No marks shall be given for the experience of the firm if the certificate of completion is not attached. If the firm has completed more than one job in a single package each job shall be considered.

Note 2: The services for Govt of Nepal (GoN) organizations (Fully or Semi/Partially Owned ) shall only be evaluated as firm/JV experiences for the Proposal. The Specific experiences as JV partners shall be provided full marks and any experience by firm as "In association with" shall not get any marks.

Note 3: Any sublated Service for Govt of Nepal (GoN) organizations (Fully or Semi/Partially Owned ) by a firm or JV from another private firm/JV shall not be evaluated as firm/JV experience for the Proposal.

Note 4: Any service experience older than 7 year (counted from the last date of submission of EOI) shall not be evaluated as firm/JV experience for the Proposal

Note 5: CV of each professional key professionals shall be submitted with signature of professional and authorized representative of the firm/JV.

Note 6: Proposed professional key personnel shall not be repeated by the same firm/JV and/or another firm/JV. In case of repetition of professional key personnel, the office shall ask via email the person for physical presence within three days to declare him/herself the firm/JV to whom he/she shall want to be associated.

Note 7: CV of personnels shall clearly mention him/her e-mail address and mobile no.

Note 8: The firm/JV shall have to submit the NEC registration certificate for engineer professionals (except Economist/Sociologist and Enviornmentalist)

Note 9: The firm/JV shall also have to submit the any certificate as evidence of his/her education(degree, including bachalor and master if needed) as required above with Notarized Academic certificate of manpower resouces.

Note 10 :Anything not mentioned in the above paragraphs shall be as per the Public Procurement



| | |
|---|---|
| | Act-2063 and Public Procurement Regulation-2064.<br><br>Note 11 :If the CV of proposed personnel found in 'work in hand' of any firm and schedule of work of such personnel overlaps, the CV shall be rejected.<br>***The firm/jv needs to score minimum of 70 % marks in aggregate to pass in the technical proposal.*** |
| 5.8 | The fixed Budget Ceiling for the assignment is : ***N/A*** |
| 5.10 | The formula for determining the financial scores is the following:<br>[*Either Sf = 100 x Fm/F, in which Sf is the financial score, Fm is the lowest price and F the price of the proposal under consideration, or another proportional linear formula*]<br>The weights given to the technical and Financial Proposals are:<br>T (Technical Proposal) =0. 85 (85%) and<br>P (Financial Proposal) = 0.15 ( 15%) |
| 6.1 | The address for negotiations is:<br><br>***North South/Trade Route Improvement Project Directorate,***<br>**Chakupat, lalitpur, Nepal.** |
| 7.8 | The assignment is expected to commence on or before 7 days from the date of signing of the contract. |
| 11 | The minimum insurance coverage shall be :<br>The Professional Liability Insurance for minimum cover for consulting services required by agreement is : [100%] of the contract Amount |



**[[Nepal]**

**[Project Name: Loan #]**

**[Title of Consulting Services]**

**STANDARD REQUEST FOR PROPOSALS**
**RFP #**

**INFORMATION TO CONSULTANTS**

**BREAKDOWN OF AGREED FIXED RATES**

***(Not Applicable)***

| Consultants | | 1 | 2 | 3 | 4 | 5 | 6 | 7 |
|---|---|---|---|---|---|---|---|---|
| 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 |
| Field Assignment | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| Home Office | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |



# 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: ***North South/Trade Route Improvement Project Directorate***
**Chakupat,lalitpur, Nepal.**

Ladies/Gentlemen:

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

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

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

We remain,

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of Consultant:
Address:



# 3B. CONSULTANT'S REFERENCES

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

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

<table>
<tr><td colspan="2">Assignment Name:</td><td>Country:</td></tr>
<tr><td colspan="2">Location within Country:</td><td>Professional Staff Provided by Your Consultant/Entity(profiles):</td></tr>
<tr><td colspan="2">Name of Client:</td><td>No.of Staff:</td></tr>
<tr><td colspan="2">Address:</td><td>No.of Staff-Months; Duration of Assignment:</td></tr>
<tr><td>Start Date (Month/Year):</td><td>Completion Date (Month/Year):</td><td>Approx. Value of Services<br>NRs</td></tr>
<tr><td colspan="2">Name of Associated Consultants, If Any:</td><td>No.of Months of Professional Staff Provided by Associated Consultants:</td></tr>
<tr><td colspan="3">Name of Senior Staff, Designation (Project Director/Coordinator, Team Leader etc.) Involved and Functions Performed:</td></tr>
<tr><td colspan="3">Narrative Description of Project: :( Actual assignment, nature of activities performed and location)</td></tr>
<tr><td colspan="3">Description of Actual Services Provided by Your Staff:</td></tr>
</table>

Consultant's Name: _____



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

On the Terms of Reference:

1.

2.

3.

4.

5.

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

1.

2.

3.

4.

5.



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



# 3E. TEAM COMPOSITION AND TASK ASSIGNMENTS

| **1. Technical/Managerial Staff** | | |
|---|---|---|
| Name | Position | Task |
| | | |
| | | |
| | | |
| | | |
| | | |

| **2. Support Staff** | | |
|---|---|---|
| Name | Position | Task |
| | | |
| | | |
| | | |
| | | |



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

Proposed Position: _____

Name of Consultant: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Consultant/Entity: _____ Nationality: _____

Membership in Professional Societies: _____

_____

Detailed Tasks Assigned: _____

_____

**Key Qualifications:**

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

_____

**Education:**

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

_____

**Employment Record:**

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

_____

**Languages:**

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

_____

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience. I also declared that, my proposed work schedule has not been overlapped with any other work schedule of similar job nature.

_____ Date: _____

*[Signature of staff member and authorized representative of the consultant]* *Day/Month/Year*



Full name of staff member:_____
Full name of authorized representative: _____



# 3G. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

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

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

Signature: _____
(Authorized representative)

Full Name: _____

Title: _____

Address: _____



# 3H. ACTIVITY (WORK) SCHEDULE

**A. Field Investigation and Study Items**

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

**B. Completion and Submission of Reports**

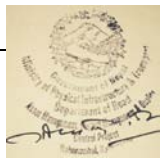
| Reports | Date |
|---|---|
| 1. Inception Report | |
| 2. Interim Progress Report<br>(a) First Status Report<br>(b) Second Status Report | |
| 3. Draft Report | |
| 4. Final Report | |



# Section 4. Financial Proposal - Standard Forms

4A. Financial Proposal submission form.

4B. Bill Of Quantities (BOQ)



# 4A. FINANCIAL PROPOSAL SUBMISSION FORM

[*Location, Date*]

To: ***North South/Trade Route Improvement Project Directorate***,
**Chakupat,lalitpur, Nepal.**

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for …… …… in accordance with your Request for
[*Title of consulting services*]

Proposal dated…….. [*Date*] and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of …… …… ……[*Amount in words and figures*]. This amount is inclusive of the local taxes except Value Added Tax(VAT), which we have estimated at …… …… …… …… [*Amount(s) in words and figures*].

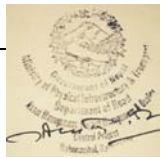
Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e., …… …… [*Date*].

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

We remain,

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of Consultant:
Address:



## 4B. Bill of Quantities

**Government of Nepal**
**Ministry of Physical Infrastructure & Transport**
**Department of Roads**
**North South/Trade Route Improvement Project Directorate**
**Chakupat, Lalitpur**

Name of Road: N-S Mechi Corridor (Kakarbhitta Pashupatinagar Chiyobhanjyang Road), 120 Km
Name of Job: Detailed Engineering Survey Design and Preparation of DPR

| S.No. | Particulars | Unit | Quantity | Rate (Without VAT) | | Amount(NRs) |
|---|---|---|---|---|---|---|
| | | | | In figure | In Words | |
| 1 | Detailed Engineering Survey and Design and DPR preparation of N-S Mechi Corridor (Kakarbhitta Pashupatinagar Chiyobhanjyang Road), 120 Km. | Km | 120 | | | |
| 2 | Providing Professional Liability Insurance as per RFP Documents. | LS | 1 | | | |
| | | | | | Total Amount | |
| | | | | | 13% VAT | |
| | | | | | Grand Total | |

Authorised Signature

Seal

Date



# Section 5: Terms of Reference

## 1. INTRODUCTION AND BACKGROUND

### General:

Road construction has been one of the most priority investment sectors of Government of Nepal. Department of Roads is responsible for planning and implementation of road projects of national strategic importance. In recent years, government has given high priority in overall development of road network covering all the geographic regions of the country. In this context, large amount of budget is allocated to construct and upgrade the roads as Terai Roads, Midhill highway, North-South road corridors and others.

## 2. OBJECTIVE

The objective of this consultancy work is to carry out detailed engineering survey and design of the mentioned road section and prepare the standard drawings, which includes technical, economic and environmental feasibility of stretch of 60 Km road. This study includes:

A. Carry out Detailed engineering survey and design of road.

B. Preparation of Standard Drawings

C. Preparation of Cost Estimates

## 3.0 SCOPE OF WORK

The firm shall carry out the necessary field works along the alignment. The firm shall be responsible for accuracy, interpretation, analysis of all data received and for the conclusion and recommendations in their report. The scope of work to be carried out by the firm shall include but may not be limited to the following:

### 3.1 Detailed Engineering Study

#### 3.1.1 Topography Survey

For existing road section, the firm shall perform the task as below, but may not be limited to the following:

- Fixing of road alignment by setting out intersection point (IP) and intermediates points.
- Establishment of Bench Marks (BM) and with at leat 2 reference points at interval of 500m. All the BM and survey control points should be surveyed and tolerable error shall not exceed 10 x Square root of distance in Km.
- Taking longitudinal section (LS) and cross section (CS) using step method.
- Topographical survey of road in minimum 30m wide strip on either side of the center line.
- Cross Section shall be taken at LS 15-25 m interval depending upon the terrain and 2.5m interval across the alignment, minimum 15 m both side from the centerline.

For new road section, the firm shall perform the task as below, but may not be limited to the following:

- Fixing of road alignment by setting out intersection point (IP) and intermediates points.
- Establishment of Bench Marks (BM) and other reference points
- Topographical survey of road in minimum 30m wide strip on either side of the centre line.

### 3.1.2 Engineering Study and Inventory Survey

- Road Inventory Survey
  - + Sub grade Condition Survey (Visual Survey)
  - + Existing structure Survey
  - + Side drains requirements Survey
  - + Cross drainage requirements Survey
  - + Retaining and protection work requirements Survey
  - + Land use Survey
  - + The locations of settlements off the road structures electric poles, streams, and water taps within the area of the plan.
  - + List out the trees to be cut, houses and other structures to be dismantled during the construction within road alignment .
- Construction Materials Survey
  - + Identification of potential sources (query sites, min 2 site)
  - + Investigation of existing road materials on sites.

  The firm shall perform the 2 set of Los Angles Abrasion Test and Impact value test of the potential quarry material proposed for sub-base, base and chips.
- Geological and Geotechnical Survey
  - + General geology of the region, project area and the proposed road corridor shall be described and a geological map of the area be presented along with identification of major features, pertinent to the project.
  - + Nature, type and structure and surface soil of the area need to be clearly identified and further required investigations listed.

- Whenever applicable, slope stability analyses of the representative site need to be carried out and the finding and recommendation be given.
- The location of debris flow and other possible obstruction to the road alignment.

- Hydrological and Meteorological Studies
  - All relevant meteorological (Rainfall and Temperature) data and recommendation shall be presented.
  - Study of the river and river system: The river system of the area shall be described in the report. Preferably a river system map of the catchment's area and beyond (whenever applicable) shall be produced.
  - At least one cross-section of river at each crossing shall be produced. In the cross section all bed and bank characteristics shall be mentioned.
  - Assessment of flood pattern and preliminary estimation of discharges shall be carried out. Similarly, expected HFL shall be fixed as far as applicable
  - Information necessary for the design of the side drain and protection works as well as preliminary design of cross drainage structure shall be produced

### 3.1.3 Design and Drawings

The design standard to be adopted for the detailed design will be provided by ACQMP. The design standard shall be finalized in close coordination with the Project Office.

#### Design of Road

- Calculate and plot the reduced ground level of longitudinal and cross section.
- Design the most economical road profile by balancing the volume of cut and fill to the nearest.
- Design Horizontal and Vertical Curves.
- Design of grade and geometry of existing road that needed to be improved
- Design of sub-base for earthen road section based on DCP value.
- Design of Pavement layers for the road.
- Design of appropriate road side structures.

#### Engineering Drawings Details

The firm will prepare the following plans and working drawings on suitable reports material using the format and title sheets as required by the Project.

+ Locality map (sometimes called a “key map”) showing the location of the works in relation to the region/district/municipality/VDC commonly at a scale of 1:2,500,000.

+ Site plan (sometimes called "index map") showing the project and its immediate neighbourhood including the important physical features such as hills, rivers, tracks, etc. It may be to a scale of 1:50,000. The locality map and site plan are commonly drawn on a single sheet.

+ Map showing complete alignment with Kilometer, names of area, land use, village, VDC, municipalities, name of natural drainage etc.

+ Location Map showing linkage of road the road with surrounding road network.

+ Map showing survey and design status of the complete road, intersection points, Benchmarks and other references points.

+ Plan, Profile (Longitudinal Section) and Cross- Section in the following Scale.

  - ❑ Plan - 1:1000 ( Topographical Plan with suitable CI)
  - ❑ Horizontal Profile - 1:1000
  - ❑ Vertical Profile - 1:200
  - ❑ Cross Section - 1:200

+ Plans and profile of the road shall contain details of geometry viz. horizontal alignment with coordinates of IP, deflection angle, Ip to IP distances, Chainage of IP, curve data etc. names of VDC or municipalities, forest, land use pattern, cross drainage structure, retaining and protection structure required or as directed by Engineer in charge.

+ Standard charts of mentioned cross drainage structures, retaining/Brest wall and protection works, side drain, typical cross section of the road according to types of soil, passing zone(if provided), hairpin bend (If provided)

### 3.2 Environmental Examination

The firm shall perform environmental examination covering the following activities:

- o Field visit by Environmentalist
- o Public participation in field
- o Identification of Impact due to proposed road related activity
- o Develop mitigation plan & Recommendation

### 3.3 Preparation of Detailed Project Report

### 3.3.1 Preparation of Engineering Cost Estimate

- The quantities of the civil works shall be computed on the basis of the detailed plan, design profiles and cross-sections using the standard methods of measurement.
- The rate analysis for the civil engineering items will be made following the unified norms and market prices of construction materials, labor and equipment hiring rates.
- The cost shall also incorporate the cost for implementation of Environmental Mitigation Measures.
- The rates for civil engineering items shall be verified with the mean rates of prevailing contract prices of the last 5 years in the sector and geographical region.
- The costs will be broken down into local and foreign currency components. It will also be further broken down into direct cost, taxes, physical and price contingencies.

### 3.3.2 Preparation of Contract Packages

Construction of the works may be carried out either through one contract or a number of contracts. The following guidelines shall apply in splitting the works into suitable contract packages:

- The works may be too large to be undertaken by a single contractor when considering the technical, managerial and financial capability of suitable available contractors.
- The work packages may physically separate from one another requiring separate site management for the construction activities.
- The work may require a range of plant and equipment that is not available to a single contractor.
- The work may require a range of skills and expertise that a single contractor may not have.
- The firm and implementing agency shall consider all practical combinations of contract packages and decide the preferred combination based on their expert judgment and consideration of supervision and administration costs.

### 3.3.3 Bill of Quantities (BOQ)

Each item shall be clearly described and corresponding clauses of the standard and special specifications shall be referenced to allow the contractor to easily find the corresponding specification. The BOQ may be broken down into different types of works and shall clearly provide for VAT and contingencies.

### 3.3.4 Submission of Detailed Project Report

The firm shall submit draft DPR report covering the entire task performed in details. The minimum volume of the DPR shall be:

- Volume 1 : Main Report

- Volume 2 : Cost Estimate
- Volume 3 : Drawing

All the photograph of BM, IP references, specific features shall be clearly mentioned in the report.

The Firms shall present the report, prior to the submission of the final report. They shall review the issues raised during the presentation while finalizing the report and make necessary amendments/corrections if needed. The date and venue of the presentation shall be determined by mutual agreement between the ACQMP and the firms. The cost of such presentation shall be born by the firms.

4. REPORT OBLIGATIONS

The whole work shall be completed within ten (10) weeks from the date of agreement.

| S.N | Particulars | Allocated time |
|---|---|---|
| 1) | Desk Study | 1 weeks |
| 2) | Field works | 5 weeks |
| 3) | Draft Report Submission | 2 weeks |
| 4) | Final Report Submission | 2 weeks |
| Total time from the date of signing the agreement | | 10 weeks |

The firm shall submit the following reports in English.

(a) One copy of monthly progress report;

(b) Two copies of Inception report;

(c) Two copies of draft report; (min. 1 copy colour report).

(d) Five copies of final report with original photos (min. 2 copy colour report).

5. WORKING TEAM

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

(1) Highway / Transport Engineer

(2) Geotechnical Engineer/Geologist/Engineering Geologist

(3) Hydrologist

(4) Economist/Sociologist

(5) Environmentalist

(6) Civil Engineer

## 6. MODE OF PAYMENT

Payment shall be made as follows:

a) The Client shall pay 25% of the contract amount after submission of the Inception Report.

(b) The Client shall pay 50 % of the contract amount after submission of the Draft Final Report.

(c) The remaining 25 % will be paid by the client after the acceptance of the Final Report.

# Section 6: Standard Form of Contract

## MEMORANDUM OF AGREEMENT

(To be filled up after the Contract is awarded)

**THIS AGREEMENT,** made on the *(Date)*.....between Government of Nepal, Department of Roads, North South/Trade Route Improvement Project Directorate (NS/TRIPD) (herein after called as "the Department" or "the DOR") of the one part and the Consulting Firm or JV ..... ..... ..... ..... ..... ..... ..... ..... ..... ..... ..... ..... ..... ..... …… (herein after called as “the Firm” or "the Consultants") the other part.

**WHEREAS,** the Department is desirous that certain Professional Engineering Services should be performed viz. ***Detailed Project Report Preparation …. Road*** the following road(s) and has accepted a proposal by the firm for the performance of such services for the total amount of NRs....., excluding VAT.

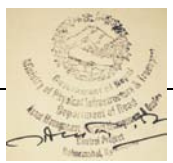
In words NRs. .....

| Contract No. | Name of the road |
|---|---|
| | |

The whole services comprised in the Agreement shall be completed and Draft Report submitted before (***Date***).....and shall perform the services in conformity in all respects with the provisions of the Agreement.

**Now this Agreement witness as follows**

1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Condition of Engagement hereinafter, referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
   - (a) The said proposal
   - (b) Conditions of Contract
   - (c) Terms of Reference
   - (d) Bill of Quantities
   - (e) Memorandum of Agreement
   - (f) Special provisions (if any)
   - (g) Appendices (if any)
   - (h) Checklists (if any)
   - (i) Addenda (if any) to the documents (a) through (h)
   - (j) Instructions to consultant (if any)



3. The Firm shall commence the Services from the date of signing of the Agreement and the services shall be completed on or before (***Date***).....

4. In consideration of the payments to be made by the Department to the Firm as hereinafter mentioned, the Firm hereby covenants with the Department to perform the services in conformity in all respects with the provisions of the Agreement.

5. The Department hereby convents to pay the Firm in consideration of the performance of the services and amount at the manner prescribed by the Agreement.

**IN WITNESS :** whereas the parties here have made and executed this Agreement as of the day, month and year first above written.

| | |
|---|---|
| _____ | _____ |
| On behalf of the Department | On behalf of the Firm |
| _____ | _____ |
| Witness | Witness |
| 1 ---------- | 1 ---------- |
| 2 ---------- | 2 ---------- |



# S T A N D A R D  F O R M  O F  C O N T R A C T

# Consultants' Services

For

## Detailed Engineering Survey Design and Preparation of Detailed Project Report (DPR) of N-S Mechi Corridor (Kakarbhitta Pashupatinagar Chiyobhanjyang Road), 120 Km

Project Name: N-S Mechi Corridor (Kakarbhitta Pashupatinagar Chiyobhanjyang Road), 120 Km

Office Name: *North South/Trade Route Improvement Project Directorate*

Office Address: DoR, *Chakupat, Lalitpur*

Funding Agency : Government Budget



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Contract for Consultant Services

**For**

# Detailed Engineering Survey and Design and Preparation of Detailed Project Report (DPR) of N-S Mechi Corridor (Kakarbhitta Pashupatinagar Chiyobhanjyang Road), 120 Km

Between

Department of Roads
North South/Trade Route Improvement Project Directorate
Chakupat, Lalitpur

And

_____
[Name of the Consultants]

Dated: _____



# I. Form of Contract

This CONTRACT (hereinafter called the "Contract") is made the *[day]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of client]* (hereinafter called the "Client") and, on the other hand, *[name of consultants]* (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").][1]

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 here to 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 Subconsultants
   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 *[name of client]*

_____
*[Authorized Representative]*

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

_____
*[Authorized Representative]*

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

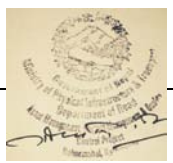
For and on behalf of each of the Members of the Consultants

*[name of member]*

_____
*[Authorized Representative]*

*[name of member]*

_____
*[Authorized Representative]*



# II. General Conditions of Contract

## 1. General Provisions

**1.1 Definitions**

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

"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 Subconsultant as employees and assigned to the performance of the Services or any part thereof; "Foreign Personnel" means such persons who at the time of being so hired had their domicile outside Nepal; "Local Personnel" means such persons who at the time of being so hired had their domicile inside Nepal; and "Key Personnel" means the Personnel referred to in Clause GC 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;

"Subconsultant" means any person or entity to whom/which the Consultants subcontract any part of the Services in accordance with the provisions of Clause GCC 3.7;

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

**1.2 Relation between the Parties**

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



**1.3 Law Governing Contract** This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law of Nepal.

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

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

**1.6 Notices**

1.6.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SCC.

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

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

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

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

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

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

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

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

**2.2 Termination of Contract for Failure to** If this Contract has not become effective within such time period after the date of the Contract signed by the



| | |
|---|---|
| **Become Effective** | Parties as shall be specified in the SCC, either Party may, by not less than four 30 days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto. |
| **2.3 Commencement of Services** | The Consultants shall begin carrying out the Services at the end of such time period after the Effective Date as shall be specified in the SCC. |
| **2.4 Expiration of Contract** | Unless terminated earlier pursuant to Clause GCC 2.9 hereof, this Contract shall terminate at the end of such time period after the Effective Date as shall be specified in the SCC. |
| **2.5 Entire Agreement** | This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. |
| **2.6 Modification** | Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties and, if applicable, shall not be effective until the consent of the Donor, has been obtained. Pursuant to Clause GCC 7.2 hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party. |
| **2.7 Force Majeure** | |
| **2.7.1 Definition** | 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.<br><br>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.<br><br>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 evdence within7 days before the expiry of the Contract completion date.The approval of EoT shall be subject to verification by the Client weather:

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

**2.7.5 Payments**

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

**2.7.6 Consultation**

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

**2.8 Suspension**

The Client may, by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure



within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.

**2.9 Termination**

**2.9.1 By the Client**

The Client may, by not less than thirty (30) days' written notice of termination to the Consultants (except in the event listed in paragraph (f) below, for which there shall be a written notice of not less than sixty (60) days), such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (g) of this Clause GC 2.9.1, terminate this Contract:

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 GC 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:

remuneration pursuant to Clause GCC 6 hereof for Services satisfactorily performed prior to the effective date of termination;

reimbursable expenditures pursuant to Clause GCC 6 hereof for expenditures actually incurred prior to the effective date of termination; and

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 GC 6 hereof shall constitute the Consultants' sole remuneration in connection with this Contract or the Services and, subject to Clause GC 3.1.3 hereof, the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the Consultants shall use their best efforts to ensure that any Subconsultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

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

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

***3.2.3 Prohibition of Conflicting***

The Consultants shall not engage, and shall cause their Personnel as well as their Subconsultants and their Personnel not to engage,



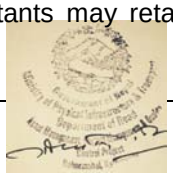
***Activities*** either directly or indirectly, in any of the following activities:

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 SC.



| | | |
|---|---|---|
| 3.3 | Confidentiality | The Consultants, their Subconsultants, and the Personnel of either of them shall not, either during the term of within two (2) years after the expiration of this Contract, disclose any proprietary of confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client. |
| 3.4 | Liability of the Consultants | Subject to additional provisions, if any, set forth in the SCC, the Consultants' liability under this Contract shall be as provided by the Applicable Law. |
| 3.5 | Insurance to be Taken Out by the Consultants | The Consultants (i) shall take out and maintain, and shall cause any Subconsultants to take out and maintain, at their (or the Subconsultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverages, as shall be specified in the SCC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. |
| 3.6 | Accounting, Inspection and Auditing | The Consultants (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof (including such bases as may be specifically referred to in the SCC), and (ii) shall permit the Client or its designated representative 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:<br>appointing such members of the Personnel as are listed in Appendix C merely by title but not by name;<br>entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Subconsultant and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Subconsultant and its Personnel pursuant to this Contract;<br>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 | 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 |



Property of the Client

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 Subconsultants 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 Subconsultants listed by title as well as by name in Appendix C are hereby approved by the Client. In respect of other Key Personnel which the Consultants propose to use in the carrying out of the Services, the Consultants shall submit to the Client for review and approval a copy of their biographical data 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 (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Client. Except as the Client may otherwise agree, (i) the Consultants shall bear all additional travel and other costs arising out of or incidental to any removal and/or



replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

4.6 Resident Project Manager

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

## 5. Obligations of the Client

5.1 Assistance and Exemptions

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

provide the Consultants, Subconsultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultants, Subconsultants 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;

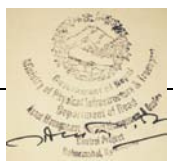
exempt the Consultants and the Personnel and any Subconsultants employed by the Consultants for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;

grant to the Consultants, any Subconsultant 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, Subconsultants 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 Subconsultant 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

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.



Except as may be otherwise agreed under Clause GCC 2.6 and subject to Clause GCC 6.1(c), payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the SC. The Consultants shall notify the Client as soon as cumulative charges incurred for the Services have reached 80% of either of these ceilings.

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

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.

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.

Reimbursable expenditures actually and reasonably incurred by the Consultants in the performance of the Services, as specified in Clause SCC 6.3(b).

6.3 Currency of Payment

Foreign currency payments shall be made in the currency or currencies specified as foreign currency or currencies in the SCC, and local currency payments shall be made in the currency of the GoN.

The SCC shall specify which items of remuneration and reimbursable expenditures shall be paid, respectively, in foreign and in local currency.

6.4 Mode of Billing and Payment

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

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.

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.

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 consultnt 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 contractmay be terminated by the Client.The Client may deduct liquidated damages from any payments due to the Consultant. Payment of liquidated damages shall not affect the Consultant's liabilities.

## 7. Fairness and Good Faith

7.1 Good Faith

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

7.2 Operation of the Contract

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

## 8. Settlement of Disputes

8.1 Amicable Settlement

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

8.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be referred to the Adjudicator or Dispute



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

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

a. The Adjudicator if specified in the SCC shall be appointed jointly by the Client and the Consultant within 30 days of the commencement date of the contract. If the parties cannot reach an agreement on the appointment of the Adjudicator, the Client will request the Appointing Authority designated in the SCC, to appoint the Adjudicator within 15 days of receipt of such request.

b. Should the Adjudicator resign or die, or should the Client and the Consultant agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Client and the Consultant. In case of disagreement between the Client and the Consultant, within 30 days, the Adjudicator shall be designated by the Appointing Authority at the request of either party, within 15 days of receipt of such request

**or**

a. The DRB if specified in SCC shall be formed within 30 days of the commencement date of the contract. The Dispute Resolution Board (DRB) shall comprise of three members. Each Party shall appoint one member each and the third member who shall act as the Chairman shall be appointed by the two members appointed by the Parties

b. If a DRB member declines to act or is unable to act as a result of death, disability, resignation or termination of appointment, a replacement shall be appointed in the same manner as the replaced member was required to have been appointed.

**8.4. Procedures for Disputes**

a. If a dispute is referred to the Adjudicator or the DRB pursuant to GCC Clause 8,2 then the the Adjudicator or the DRB shall give a decision in writing within 30 days of receipt of a reference of the dispute.

b. The Adjudicator or the DRB Members shall be paid by the hour at the rate specified in the SCC, together with reimbursable expenses of the types specified in the SC, and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator or DRB. Either party may refer a decision of the Adjudicator or DRB to an Arbitrator within 30 days of the Adjudicator's or DRB's written decision. If neither party refers the dispute to arbitration within the above 30 days, the Adjudicator's or the DRB's decision will be final and binding.

c. In case of arbitration, the arbitration shall be conducted in accordance with the arbitration procedures published by the institution named and in the place shown in the SCC.[2]

[2] *For smaller contracts, this is usually an institution from the Employer's country. For larger contracts, and contracts that are likely to be awarded to international contractors, it is recommended that the arbitration procedure of an international institution such as UNCITRAL (the United Nations Commission on International Trade Law), ICSID (the International Centre for Settlement of Investment Disputes) or the ICC (International Chamber of Commerce) be prescribed.*

## 9. Remedies for Breach of Contract

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

a. rejection of defective performance,
b. prompt replacement and correction of defective services,
c. application of liquidated damages for delay as per the provision of the Contrct,
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 :

h. give or propose improper inducement directly or indirectly,

i. distortion or misrepresentation of facts

j. engaging or being involved in corrupt or fraudulent practice

k. interference in participation of other prospective consultants.

l. coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceedings,

m. collusive practice among consultants before or after submission of proposals for distribution of works among consultnts or fixing artificial/uncompetitive proposal price with an intention to deprive the Client the benefit of open competitive proposal price.

n. 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 otification 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:

g) if it is proved that the consultant committed acts pursuant to GCC 10..2,



h) if the Consultant fails to sign an agreement pursuant to Information to Consultants clause 7.3,

i) 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 ,

j) 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.

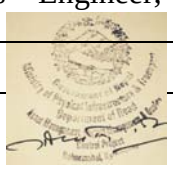


# III. Special Conditions of Contract

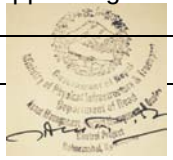
| Number Of GCC Clause | Amendments Of, And Supplements To, Clauses In The General Conditions Of Contract |
|---|---|
| **1.6.1** | The addresses are :<br><br>Client: **North South/Trade Route Improvement Project Directorate**<br><br>Address: **North South/Trade Route Improvement Project Directorate, Chakupat, Lalitpur,Nepal.**<br><br>Attention: Gopal Prasad Sigdel,Project Director<br>Facsimile:<br>E-mail: acqmp.dor@gmail.com<br><br>Consultants:<br>Address: … … … … … … … … … …<br>Attention: … … … … … … … … … …<br>Cable address: … … … … … … … … … …<br>Telex: … … … … … … … … … …<br>Facsimile: … … … … … … … … … …<br>E-mail: … … … … … … … … … … |
| | Notice will be deemed to be effective as follows:<br><br>(a) in the case of personal delivery or registered mail, on delivery;<br><br>(b) in the case of telexes, *[written hours]* (*[numerical hours]*) hours following confirmed transmission; ***Not Applicale***<br><br>(c) in the case of telegrams, *[written hours]* (*[numerical hours]*) hours following confirmed transmission; and ***Not Applicale***<br><br>(d) in the case of facsimiles, twenty four hours following confirmed transmission.<br><br>(e) in case of E-mail, twenty four hours following confirmed transmission. |
| **1.8** | The Member in Charge is:<br>***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: |



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| | For the Client:: Gopal Prasad Sigdel , Project Director<br>For the Consultants: ..... |
| **2.2** | The time period shall be ***"15 Days"*** or such other time period as the parties may agree in writing. |
| **2.3** | The time period shall be within ***"7 Days"*** after the agreement. |
| **2.4** | The time period shall be ***"15 Days"*** or such other time period as the parties may agree in writing. |
| **3.2.3(b)** | "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 Subconsultants and their Personnel not to engage, in the activity of a contracting of works (directly or indirectly) of the contract on which they advised the Client under this Contract nor in the activity of an adviser (directly or indirectly) of potential contractor of works. 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**<br><br>(a) Except in case of gross negligence or willful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Client's property, shall not be liable to the Client:<br><br>(i) for any indirect or consequential loss or damage; and<br><br>(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.<br><br>(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** | 3.5 (i) is applicable |
| **3.6** | **Not Applicable** |
| **3.7(c)** | The other actions are:<br>"(i) taking any action under a civil works contract designating the Consultants as "Engineer," for which |



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| | action, pursuant to such civil works contract, the written approval of the Client as "Employer" is required."<br>(ii) If any change in alignment discussed prior.<br>(iii) Issuing Varaition Order<br>(iv) Extending the time for completion of works |
| **3.9** | • "The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client."<br>• "The Client shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Consultants."<br>• "Neither Party shall use these documents for purposes unrelated to this Contract without the prior written approval of the other Party." |
| **6.1(b)** | The ceiling in local currency is: ***Not Applicable*** |
| **6.4(a)** | Not Applicable |
| **6.4(c)** | The interest rate is: *As per Government of Nepal's rules and regulation* |
| **6.4 (d)** | Following is the payment schedule<br>Upon submmition of inception report - 25%<br>Upon submmition of draft report - 50%<br>Upon submmition of final report – 25% |
| **6.4(e)** | The Account is : To be submitted by the consultant after the signing of contract. |
| **6.5 a)** | Retention : N/A |
| **6.6** | Liquidated Damages : at the rate of 0.05 % of contract price per day to a maximum of 10% of the sum stted in the Agrement |
| **8.3 Appoimntment of the Adjudicator** | Appointing Authority: ***Nepal Arbitration Council, NEPCA*** |
| **8.4(b)** | The Adjudicator's rate is: 2500.00 per hour |
| **8.4 ( c)** | Disputes shall be settled by arbitration in accordance with the following provisions:<br>1. Selection of Arbitrators.<br>Each dispute submitted by a Party to arbitration shall be heard by an arbitration panel composed of three arbitrators. The Client and the Consultants shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator |



| | |
|---|---|
| | within thirty (30) days after the latter of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by ***Nepal Arbitration Concil (NEPCA) and the*** arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of ***NEPCA.***<br><br>2. Substitute Arbitrators. If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.<br><br>3. Miscellaneous. In any arbitration proceeding hereunder:<br>(a) proceedings shall, unless otherwise agreed by the Parties, be held in **NEPCA, Head Office, Kathmandu;**<br>(b) the ***English*** language shall be the official language for all purposes; and<br>(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 [1] *(b)* | Overhead [1] *(c)* | Away from Headquarters Allowance *(f)* |
|---|---|---|---|---|---|
| etc. | | | | | |

[1] Expressed as a percentage of *(a)*.

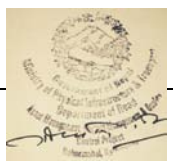
_____
*[Name of Consulting Firm]*

_____ _____
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 *(a)* | Social Charges[1] *(b)* | Overhead[1] *(c)* | Subtotal *(d)* | Fee[2] *(e)* | Away from Headquarters Allowance *(f)* | Agreed Fixed Rate per Working Month/Day/Hour *(g)* | Agreed Fixed Rate[1] *(h)* |
|---|---|---|---|---|---|---|---|---|---|
| etc. | | | | | | | | | |

[1] Expressed as a percentage of *(a)*.
[2] Expressed as a percentage of *(d)*.

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.*

## Appendix B—Reporting Requirements

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

## Appendix C—Key Personnel and Subconsultants

*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.*

*C-3 Same as C-1 for Key Personnel to be assigned to work outside Nepal.*

*C-4 List of approved Subconsultants (if already available); same information with respect to their Personnel as in C-1 through C-4.*

## Appendix D—Medical Certificate

*Show here an acceptable form of medical certificate for foreign Personnel to be stationed in Nepal. If there is no need for a medical certificate, state here "Not applicable."*

## Appendix E—Hours of Work for Key Personnel

*List here the hours of work for Key Personnel; travel time to and from the country of the Government for foreign Personnel (Clause GC 4.4(a)); entitlement, if any, to overtime pay, sick leave pay, vacation leave pay, etc.*

## Appendix F—Duties of the Client

*List under:*

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

*F-2 Counterpart personnel to be made available to the Consultants by the Client.*

## Appendix G—Cost Estimates in Foreign Currency

*List hereunder cost estimates in foreign currency:*

1. (a) *Monthly rates for foreign Personnel (Key Personnel and other Personnel)*
   (b) *Monthly rates for local Personnel (Key Personnel and other Personnel).*
   ***Note**: This should be added if local Personnel are also being paid in foreign currency.*

2. *Reimbursable expenditures*
   - (a) *Per diem allowances.*
   - (b) *Air transport for foreign Personnel.*
   - (c) *Air transport for dependents.*
   - (d) *Transport of personal effects.*
   - (e) *International communications.*
   - (f) *Printing of documents specified in Appendices A and B hereof.*
   - (g) *Acquisition of specified equipment and materials to be imported by the Consultants and to be paid for by the Client (including transportation to Nepal).*
   - (h) *Other foreign currency expenditures, like use of computers, foreign training of Client's staff, various tests, etc.*

## 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.*





## Appendix I—Form of Bank Guarantee for Advance Payments

***Note**: See Clause GCC 6.4(a) and Clause SCC 6.4(a). The Client should insert here an acceptable form of a bank guarantee. An example is set forth below.*

TO: *[Name and Address of Client]*
*[Name of Contract for Consultants' Services]*

Gentlemen:

In accordance with the provisions of Clauses GCC 6.4(a) and SCC 6.4(a) of the above-mentioned Contract (hereinafter called "the Contract"), *[name and address of Consultants]* (hereinafter called "the Consultants") shall deposit with *[name of Client]* a bank guarantee to guarantee their proper and faithful performance under the said provisions of the Contract in an amount of *[amount of Guarantee]*, *[amount of Guarantee in words]*.[3]

We, the *[bank or financial institution]*, as instructed by the Consultants, agree unconditionally and irrevocably to guarantee as primary obligor and not as Surety merely, the payment to *[name of Client]* on his first demand without whatsoever right of objection on our part and without his first claim to the Consultants, in the amount not exceeding *[amount of Guarantee]*, *[amount of Guarantee in words]*.

We further agree that no change or addition to or other modification of the terms of the Contract which may be made between *[name of Client]* and the Consultants, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

The validity period of the guarantee shall be 30 days beyond the period scheduled for repayment of the advance payment and the guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until the *[name of Client]* receives full repayment of the same amount from the Consultant.

Yours truly,

_____
Signature and Seal

_____
Name of Bank/Financial Institution

_____
Address

_____
Date

[3] *An amount is to be inserted by the bank or financial institution as specified in Clause SC 6.4(a).*

## APPENDIX J—MINUTES OF NEGOTIATIONS MEETINGS

*Append minutes of negotiation meetings if applicable. It is advisable to append minutes where important changes in the scope of work, schedule etc. were made during negotiations.*

