

**Silichong Rural Municipality**  
**Office of the Rural Municipal Executive**  
**Tamku, Sankhuwasabha**



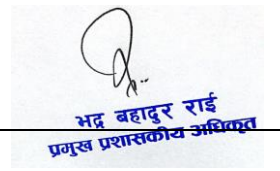
## **Request for Proposal**

**For**

**“Detailed Survey, Design, Drawing and Cost Estimate  
Preparation Works of Roads”  
Sankhuwa Dobhan dekhi Pukhuwa samma (DPR) Yojnaa**

**RFP No: SRM-RFP-06-079/80**

**Maghg, 2079**



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Section 1. Letter of Invitation

**Silichong Rural Municipality  
Office of the Rural Municipal Executive  
Tamku, Sankhuwasabha**

**INVITATION FOR RFP**

Ref No:

Date: 2079/10/29

To,

1. M/S G.I. Engineering and Human Rescores Academic Pvt.Ltd., Kathmandu 34, Shantinager.
  2. M/S Appolo Engineering & Company Pvt.Ltd., Shantinager 34, Kathmandu
  3. M/S Lasakusa Engineering Consultancy Pvt.Ltd., Dholahiti, Lalitpur-26.
  4. M/S Save The Planet Pvt.Ltd., Tokha, Kathmandu
  5. M/S Structural Design Solutions Pvt.Ltd., Pokhari 17, Kaski
  6. M/S Moonlight Engineering and Research Consultancy Pvt.Ltd., Birandrangar 10, Surkhet
  7. M/S W.R.C. Engineers Pvt.Ltd., Bharatpur 10, Chitwan.
1. The Silichong Rural Municipality, Tamku, Sankhuwasabha, Province No-1 has allocated fund toward the cost of Preparation of Detailed Project Report (DPR) of Road project within the Rural Municipality.
2. Office of the Rural Municipal Executive, now invites proposals to provide the following consulting services for **“Detailed Survey, Design, Drawing and Cost Estimate Preparation Works of Roads”**  
**Sankhuwa Dobhan dekhi Pukhuwa samma (DPR) Yojnaa**
3. The Evaluation Committee has listed all the firms that have applied their application for Request for ToR or registered their proposal on or before 2079-10-29 as per the invitation of Proposal issued by the Rural Municipality on 2079/10/17.
4. A consultant will be selected under Quality and Cost based Selection 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
7. The last date for submission of proposal in Falgun 14, 2079 (within 17:00 hours).

Yours sincerely,

.....  
**Chief Administrative Officer**

भद्र बहादुर शाह  
प्रमुख प्रशासकीय अधिकृत



## Section 2. Information to Consultants<sup>1</sup>

### 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.

<sup>1</sup> This Information to Consultants section shall not be modified. Any necessary changes, acceptable to client (GoN) or the Donor, to address specific country and project issues, shall be introduced only through the Data Sheet (e.g., by adding new clauses). Likewise, modifications to the standard Form of Contract should be made only by including clauses outlining the special conditions and not by introducing changes in the wording of the general conditions



- 1.7.2 Any previous or ongoing participation in relation to the assignment by the consultant, its professional staff or affiliates or associates under a contract with the GoN may result in rejection of the proposal. Consultants should clarify their situation in that respect with the Client before preparing the proposal.
- 1.8 It is the GoN's policy to require its implementing agencies, as well as consultants under GoN (or Donor Agency) financed contracts, to observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the GoN:
- a. defines, for the purposes of this provision, the terms set forth below as follows:
    - i. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and
    - ii. "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Client, and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive the borrower of the benefits of free and open competition.
  - b. will reject a proposal for award if it determines that the consultant recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;
  - c. will cancel the consultant's contract if it at any time determines that corrupt or fraudulent practices were engaged in by representatives of the consultant or the Client during the selection process or the execution of that contract;
  - d. will debar a consultant for a stated period of time, to be awarded a contract if it at any time determines that the consultant has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract; and
  - e. will have the right to require that, a provision be included requiring consultants to permit the Client inspect their accounts and records relating to the performance of the contract and to have them audited by auditors appointed by the Client.
- 1.9 Consultants shall not be under a debarment for corrupt and fraudulent practices issued by GoN accordance with the above sub para. 1.8 (d).
- 1.10 Consultants shall be aware of the provisions on fraud and corruption stated in the Standard Contract under the clauses indicated in the Data Sheet.
- 2. Clarification and Amendment of RFP Documents**
- 2.1 Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile, or electronic mail to the Client's address indicated in the Data Sheet. The Client will



respond by cable, telex, facsimile, or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.

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

### 3. Preparation of Proposal

#### Technical Proposal

- 3.1 Consultants are requested to submit a proposal Sub - Clause 1.2 written in the language(s) specified in the Data Sheet.
- 3.2 In preparing the Technical Proposal (TP), consultants are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.
- 3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:
- i. If a consultant considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other consultants or entities in a joint venture or sub-consultancy, as appropriate. Consultants may associate with the other consultants invited for this assignment only with approval of the Client as indicated in the Data Sheet. Consultants must obtain the approval of the Client to enter into a joint venture with consultants not invited for this assignment.
  - ii. For assignments on a staff-time basis, the estimated number of professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of professional staff-months estimated by the consultant. For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.
  - iii. It is desirable that the majority of the key professional staff proposed be permanent employees of the consultant or have an extended and stable working relationship with it.
  - iv. Proposed professional staff must, at a minimum, have the experience indicated in the Data Sheet, preferably working under conditions similar to those prevailing in Nepal.
  - v. Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
  - vi. Reports to be issued by the consultants as part of this assignment must be in the language(s) as specified in the Data Sheet.
- 3.4 The Technical Proposal shall provide the following information using the attached Standard Forms (Section 3):
- i. A brief description of the consultant's organization and an outline of recent experience on assignments (Section 3B) of a



similar nature. For each assignment, the outline should indicate, *inter alia*, the client, location and duration of the assignment, contract amount, and consultant's involvement.

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

3.5 The Technical Proposal shall not include any financial information.

#### Financial Proposal

- 3.6 In preparing the Financial Proposal (FP), consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section 4). It lists all costs associated with the assignment, including (a) remuneration for staff (, in the field and at headquarters), and (b) reimbursable expenses such as subsistence (per diem, housing), transportation (mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, communication (Telephone, Fax etc.) surveys, and training, if it is a major component of the assignment. If appropriate, these costs should be broken down by activity.
- 3.7 The Financial Proposal should include all duties, taxes and other levies , and other charges imposed under the applicable law payable by the Consultant under the Contract or for any other cause.
- 3.8 Consultants shall express the price of their services in Nepalese Rupees.
- 3.9 The Data Sheet indicates the required validity period of the proposals. During this period, the consultant is expected to keep available the professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants who do not agree have the right not to extend the validity of their proposals.





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

- 4.1 The original proposal (TP and FP) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the consultant itself. Any such corrections must be initialled by the persons or person who sign(s) the proposals.
- 4.2 An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal.
- 4.3 For each proposal, the consultants shall prepare the number of copies indicated in the Data Sheet. Each Technical Proposal and Financial Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original governs.
- 4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "Technical Proposal," and the original and all copies of the Financial Proposal in a sealed envelope clearly marked "FINANCIAL PROPOSAL" and warning: "DO NOT OPEN WITH THE TECHNICAL PROPOSAL." Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Data Sheet and be clearly marked, "DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE."
- 4.5 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Data Sheet. Any proposal received after the closing time for submission of proposals shall be returned unopened.
- 4.6 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the evaluation committee. The Financial Proposal shall remain sealed and deposited with the Client's Procurement Unit until all submitted proposals are opened publicly.

#### 5. Proposal Evaluation

##### General

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

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

- 5.3 The evaluation committee, appointed by the Client as a whole, and each of its members individually, evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria and point system specified in the Data Sheet. The evaluation committee shall compute the score obtained by each proposal by taking the average of the scores given by each member to the particular proposal. Each responsive proposal will be given a technical score





(St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

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

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

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

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

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

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

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

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

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

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

**6. Negotiations**

6.1 Negotiations will be held at the address indicated in the Data Sheet.



The aim is to reach agreement on all points and sign a contract.

- 6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the consultant to improve the Terms of Reference. The Client and consultant will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the contract. Special attention will be paid to getting the most the consultant can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.
- 6.3 Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates in the cases of QCBS methods. For QBS, the consultant should provide the information on remuneration rates described in the Appendix to this information.
- 6.4 Having selected the consultant on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If substitution is considered then the proposed alternative candidate shall be evaluated as per the original criteria. The qualification and experience of the substitute candidate shall equal to or higher than the originally proposed candidate. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the consultant may be disqualified.
- 6.5 The negotiations will conclude with a review of the draft form of the contract. . If negotiations fail, the Client will invite the consultant whose proposal received the second highest score to negotiate a Contract.

## 7. Award of Contract

- 7.1 Pursuant to Sub-Clause 6.5, the consultant, with whom agreement is reached following negotiation, shall be selected for approval of his proposal and the Client shall notify its intention to accept the proposal to the selected consultant and other short-listed consultants within 7 days of selection of the winning proposal.
- 7.2 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 :
- give or propose improper inducement directly or indirectly,
  - distortion or misrepresentation of facts
  - engaging or being involved in corrupt or fraudulent practice
  - interference in participation of other prospective bidders.
  - coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceedings,
  - 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.
  - 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 Con-



sultant for his conduct up to three years on the following grounds and seriousness of the act committed by the consultant:

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

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



## Information to Consultants

### DATA SHEET

Clause Reference	
1.1	<p>The name of the Client is: <b>Silichong Rural Municipality, Office of Municipal Executive, Tamku, Sankhuwasabha.</b></p> <p>The method of selection is: <b>Quality and Cost Based Selection (QCBS)</b> (Technical 80:Financial 20)</p>
1.2	<p>The name, objectives, and description of the assignment are: Name :</p> <p>Detailed Survey, Design, Drawing and Cost Estimate Work for the Project of Sankhuwa Dobhan dekhi Pukhuwa samma (DPR) Yojnaa</p> <p>Objectives: <b>As per TOR</b> Description: <b>As per TOR</b></p>
1.3	<p>A pre-proposal conference will be held: <b>No</b></p> <p>The name(s), address(es), and telephone numbers of the Client's official (s) are: NA</p> <p><b>Name: Silichong Rural Municipality, Office of the Rural Municipal Executive</b></p> <p><b>Address: Tamku, Sanlhuwasabha, Province No-1</b></p> <p><b>Contact no. : 9852030240</b></p>
1.4	<p>The Client will provide the following inputs: <b>As per TOR</b></p> <ol style="list-style-type: none"> <li>1. Space to carryout assigned duties and responsibilities</li> <li>2. Time based monthly payment as per agreement</li> <li>3. Facilitation to carry out the assigned job successfully</li> </ol>
1.10	<p>The clauses on fraud and corruption in the Contract are: <b>As per PPMO guidelines and prevailing procurement laws</b></p>
2.1	<p>Clarifications may be requested 7 days before the submission date</p> <p>The address for requesting clarifications is: <b>Silichong Rural Municipality, Office of the Rural Municipal Executive, Tamku, Sanlhuwasabha, Province No-1.</b></p>
3.1	<p>Proposals should be submitted in the following language(s): <b>English</b></p>
3.3	<p>(i) Short listed consultants/entity may associate with other short listed consultants: <b>NO</b></p>



	<p>(ii) The estimated number of professional staff-months required for the assignment is: <b>As per TOR</b></p> <p>(iii) Available Budget for Fixed Budget Assignment : Nrs.8,00,000 /-</p> <p>(iv) The minimum required experience of proposed professional staff is: <b>As per TOR</b></p> <p>(v) Reports that are part of the assignment must be written in the following language(s): <b>English</b></p>																																										
3.4	<p>(vi) Training is a specific component of this assignment: <b>No</b></p> <p>(vii) Additional information in the Technical Proposal includes: <b>As per TOR</b></p>																																										
3.9	Proposals must remain valid for 75 days after the submission date																																										
4.3	Consultants must submit an original and a duplicate copy of each proposal: Yes																																										
4.4	<p>The proposal submission address: <b>Silichong Rural Municipality, Office of the Rural Municipal Executive, Tamku, Sanluhuwasabha, Province No-1.</b></p> <p>Information on the outer envelope should also include: <b>contract no., Name of firm, date of submission.</b></p>																																										
4.5	Proposals must be submitted no later than: <b>2079/11/14; 17:00 hrs.</b>																																										
5.1	The address to send information to the Client is: <b>Silichong Rural Municipality, Office of the Rural Municipal Executive, Tamku, Sanluhuwasabha, Province No-1.</b>																																										
5.3	<p>The numbers of points are given under each of the evaluation criteria. One hundred marks are considered as total mark for Technical Proposal. The basis for the evaluation of the technical proposals will be as mentioned below:</p> <table border="1"> <thead> <tr> <th>S.N.</th><th>Evaluation Criteria</th><th>Points</th></tr> </thead> <tbody> <tr> <td>1</td><td><b>Qualifications and competence of the key staff for the Assignment</b></td><td><b>35</b></td></tr> <tr> <td>2</td><td><b>General experience and specific experience of the consultants (Firms) related to the assignment</b></td><td><b>40</b></td></tr> <tr> <td>a.</td><td>Similar experience with the proposed task (FS)</td><td>30</td></tr> <tr> <td>b.</td><td>Experience of similar capacity of the project (FS)</td><td>10</td></tr> <tr> <td>3</td><td><b>Adequacy of the proposed work plan and methodology in responding to the Terms of Reference</b></td><td><b>20</b></td></tr> <tr> <td>a.</td><td>Realistic methodology to carry out the task</td><td>5</td></tr> <tr> <td>b.</td><td>Innovative approaches to execute the task</td><td>5</td></tr> <tr> <td>c.</td><td>Practical Manning and Work schedule</td><td>5</td></tr> <tr> <td>d.</td><td>Overall structural quality of the proposal</td><td>5</td></tr> <tr> <td>4.</td><td><b>Office Equipment and facilities</b></td><td><b>5</b></td></tr> <tr> <td>a.</td><td>Total Station</td><td>1</td></tr> <tr> <td>b.</td><td>GPS</td><td>1</td></tr> <tr> <td>c.</td><td>Printer</td><td>1</td></tr> </tbody> </table>	S.N.	Evaluation Criteria	Points	1	<b>Qualifications and competence of the key staff for the Assignment</b>	<b>35</b>	2	<b>General experience and specific experience of the consultants (Firms) related to the assignment</b>	<b>40</b>	a.	Similar experience with the proposed task (FS)	30	b.	Experience of similar capacity of the project (FS)	10	3	<b>Adequacy of the proposed work plan and methodology in responding to the Terms of Reference</b>	<b>20</b>	a.	Realistic methodology to carry out the task	5	b.	Innovative approaches to execute the task	5	c.	Practical Manning and Work schedule	5	d.	Overall structural quality of the proposal	5	4.	<b>Office Equipment and facilities</b>	<b>5</b>	a.	Total Station	1	b.	GPS	1	c.	Printer	1
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b.	GPS	1																																									
c.	Printer	1																																									





d	Design software	2
Total Points		100
The Minimum Technical Score Required to Pass		60

**5.8**

1. Qualifications and competence of the key staff for the Assignment :  
The estimated consulting staff team composition requirements for performance of the services specified in the scope of the work for consultancy services are shown below:

S.No.	Key professionals	Qualifying Criteria	Maximum Marks
1	Team Leader :1	Minimum Master's Degree in Transportation Engineering with minimum 5 years of work experience after Master's Degree	15
2	Civil Engineer :2	Bachelors in Civil Engineering with at least 2 years of Experience	10
3	Surveyor :1	Bachelors in Geomatics Engineering with at least 2 years of experience	5
4	Sub- Engineer :2	Diploma in Civil Engineering with at least 2 years of experience	5
<b>Total</b>			<b>35</b>

2. General experience and specific experience of the consultants (Firms) related to the assignment

S. No.	Details	Qualifying criteria	Maximum marks
1	Similar experience of the firm	Completion of Detail engineering survey, design and estimate of at least two Municipal roads exceeding 10 KM and Nrs. 15,00,000/-	30 (15 marks for each work)
2	Financial capacity of the firm	Average Annual Turnover of best 3 year of last five fiscal years shall be greater than or equal Estimated Amount excluding VAT and Contingency.	10
<b>Total</b>			<b>40</b>

3. Adequacy of the proposed work plan and methodology in responding to the Terms of Reference

S. No.	Details	Maximum marks
a	Realistic methodology to carry out the task	5
b	Innovative approaches to execute the task	5
c	Practical Manning and Work schedule	5
d	Overall structural quality of the proposal	5
<b>Total</b>		<b>20</b>

4. Office Equipment and facilities

S. No.	Description of items	Maximum marks
1	Total Station	1





	2	GPS	1
	3	Printer	1
	4	Design software of Road	2
		<b>Total</b>	<b>5</b>
	<p>Note: must submit ownership document or lease agreement with Notary public attested.</p> <ul style="list-style-type: none"> <li>The firm should clearly mention the work in hand. (ongoing works)</li> <li>Firm selected for first package will not be eligible to participate in the next one due to the work in hand and limited time frame of the project.</li> <li>The assignment is expected to commence on <b>1 months after signing the agreement.</b></li> </ul>		
5.10	The fixed Budget Ceiling for the assignment is : 8,00,000/- <i>per package</i>		
6.1	<p>The formula for determining the financial scores is the following:  <i>[Either <math>S_f = 100 \times F_m/F</math>, in which <math>S_f</math> is the financial score, <math>F_m</math> is the lowest price and <math>F</math> the price of the proposal under consideration, or another proportional linear formula]</i>            The weights given to the technical and Financial Proposals are:            T (Technical Proposal) = 0.80 and P (Financial Proposal) = 0.20]</p>		
7.6	<p>The address for negotiations is:  <b>Silichong Rural Municipality, Office of the Rural Municipal Executive, Tamku, Sanlhuwasabha, Province No-1.</b></p>		



## Section 3. Technical Proposal - Standard Forms

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



### 3A. TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Client]

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:

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### 3B. CONSULTANT'S REFERENCES

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

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

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

Consultant's Name: \_\_\_\_\_



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

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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.

\_\_\_\_\_  
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)												Number of Months
Name	Position	Reports Due/Activities	1	2	3	4	5	6	7	8	9	10	11	12	
															Subtotal (1)
															Subtotal (2)
															Subtotal (3)
															Subtotal (4)

Full-time: \_\_\_\_\_  
Reports Due: \_\_\_\_\_  
Activities Duration: \_\_\_\_\_

Part-time: \_\_\_\_\_

Signature: \_\_\_\_\_  
(Authorized representative)

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

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

Address: \_\_\_\_\_



### 3H. ACTIVITY (WORK) SCHEDULE

#### A. Field Investigation and Study Items

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

#### B. Completion and Submission of Reports


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

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## Section 4. Financial Proposal - Standard Forms

- 4A. Financial Proposal Submission form.
- 4B. Summary of costs.
- 4C. Breakdown of price per activity.



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## 4A. FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Client]

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 (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:



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#### 4B. SUMMARY OF COSTS/BILL OF QUANTITIES

Seal in separate Envelope

**Silichong Rural Municipality**  
**Office of the Rural Municipal Executive**  
Province No. 1  
Tamku, Sankhuwasabha

Name of the project: Detailed Survey and Design of Sankhuwa Dobhan dekhi Pukhawa Samma (DPR) Yojanaa , Road Section of Silichong Rural Municipality.

S.No	Work Description	Units	Quantity	Rate in figures	Rate in Words	Amount (Nrs.)	Remark
1	Detailed Survey and Design of Sankhuwa Dobhan dekhi Pukhawa Samma (DPR) Yojanaa	Km					*
	Vat @ 13%						
	Total						

\*Note : To be kept at the Per Km Rate

#### 4C. BREAKDOWN OF PRICE PER ACTIVITY<sup>2</sup>

S.N.	DESCRIPTION	UNIT	NOS	UNIT RATE (RS)	AMOUNT (RS)	REMARKS
A.	Remuneration					
B.	Miscellaneous					

<sup>2</sup> The client may choose to request Forms 4C, 4D, 4E and 4F for the entire assignment, as opposed to each Activity No. as shown. Forms should only be requested for each Activity No. if such detail is essential to the evaluation, bearing in mind it will introduce a substantial level of detail for the client to analyse.

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## Section 5. Terms of Reference

(DETAILED SURVEY AND DESIGN OF VARIOUS WORKS)

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### 1. OBJECTIVE AND SCOPE OF ROAD WORK

The objective of the consulting services is to conduct a Detailed Engineering Survey of the proposed road, prepare Detailed Design and Cost Estimates for the construction of the road. The consultant is required to perform the following jobs.

- a. Review existing reports (if any), mainly alignment study standards and specification
- b. Choose economically feasible alignment within the study corridor
- c. Prepare the topographical map of the corridor
- d. Detailed engineering survey of the alignment and its corridor
- e. Design the road detail
- f. Prepare working drawings
- g. Prepare cost estimates with analysis of rates
- h. Prepare detailed engineering (survey and design) report

### 2. EXECUTION OF CONSULTING SERVICES

#### 2.1 General

The Consultant shall carry out the necessary field works and engineering surveys along the road corridor. Before mobilization of survey team to the field, the consultant shall have to submit a preliminary report. The alignment, to be surveyed shall be located in available topo map (scale not less than 1:500000), according to the previous report if any, should be referred). The team personnel mobilized for field work & work schedule of field work should be included in the preliminary report. The survey work and survey plotting will be carried out in two stages and follow in principle the guidelines as detailed in Annex 2. The consultant shall be responsible for the analysis and interpretation of the data. General guidelines for the execution of the consulting services are provided in the "Checklist for detail engineering of roads" provided with ToR and consultant is required to follow them.

#### 2.2 Engineering Surveys

The methodology for the survey works and survey plotting shall follow the guidelines given in the Annex 2.

#### 2.3 Working Team

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

- i Transport engineer/Design Engineer\* :1
- ii Civil Engineer/Expert :1
- iii Geomatics Engineer / Senior surveyor :1
- iv Civil Sub Engineer / CAD operator :2

*\*Note: Transport engineer/Design Engineer need to have experience in all technical aspects of detail survey and design, including alignment selection, with knowledge of geology and geotechnical engineering, design of water management structures and use of software for the design of the roads. Separate professionals could be proposed if the same individual do not possess the capability to fulfill the requirement.*

**Note: A proposal failing to include the above key personnel will be rejected.**

#### 2.4 Engineering Details

##### 2.3.1 Horizontal and vertical alignment of the road



The design shall follow the design standard of DoLIDAR/SNRTTP as given in ToR. The horizontal alignment of the road center line shall be determined within the survey strip of proposed corridor of the optimum alignment between control points specified as a result of the engineering investigation. Points at even increments of length according to the topography (but not less than 20 m and 50 m straight, 10 m and 20 m at curves in plain and hilly areas respectively) along the centre line, Beginning and End of curves and other critical points as may be required should be fully defined relative to the stations of the Intersection points. All points should be coordinated to the grid of the system to which the road shall be referred.

The vertical alignment should also be determined with detailed calculation of earth work quantities. Earth work should be broken down in normal earth work, E/W in road works and drains, E/W in foundation, etc., giving the quantity of E/W as per chainage wise classification of soil type (also specify the percentages of chainage wise types of soils, if applicable).

### 2.3.2 Consideration of environment protection

While designing the horizontal and vertical alignment, the consultant are required to predict damages to the environment and attempt to mitigate or minimise such damages and suggesting appropriate measures in design. The width disturbed due to earth-work (cutting and filling width) should be minimised, providing retaining structure. The consideration should be more specific particularly considering the environment friendly approach for construction that needs to be adopted.

### 2.3.3 Liaison with engineer in-charge

The Consultants are required to maintain close liaison with the Engineer in-charge, Sunkoshi Rural Municipality team. Draft design proposals for alignment, earth work and pavement design, structures and other technical aspects of the design shall be discussed with the Engineer in-charge for approval prior to proceeding with the detailed design and drawings.

### 2.3.4 Engineering drawings

The Consultant will prepare the following plans and working drawings on suitable reproducible materials using the format and title sheets as required by the Engineer in-charge, the original becoming the property of the Silichong Rural Municipality, Tamku, Sankhuwasabha.

- a. Map of Nepal with district boundaries, showing road located district;
- b. Map of the zone/district demarcation showing the location of the road;
- c. Index plan of topo sheets (1:50000); showing clearly the 100' contours of road corridor (should be traced), controlling / obligatory points, villages, VDC, municipality, district demarcation, name of natural drainage etc;
- d. One sheet map showing complete alignment with kilometer, names of area, land use, markets, grid lines etc;
- e. Location map Showing linkage of road with surrounding road network;
- f. Map showing survey and design status of the completed road along with the Structures ;
- g. Plan profile (longitudinal section) and cross section in the following scales
 

Plan	1:1000
Profile Horizontal	1:1000
Vertical:     For plain and rolling terrain	1:100
For Mountainous and steep terrain	1:200
Cross-section: For plain and rolling terrain	1:100
For Mountainous and steep terrain	1:200
- Points (IP) Bench marks (BM) and other reference points
- h. Plans and profiles of the road should contain details of geometric (horizontal alignment with co-ordinate of IP, deflection angle distance IP to TP, curve data, chainage of IP etc.), index (of IP, BM, km post); names of the VDC or municipalities, district, forest, land use pattern, cross-drainage structures, retaining required of as instructed by engineer in-charge)
- i. Hydrological, meteorological and geological maps of the road.
- j. Reference charts of all intersection points (IP), bench marks (BM) and other reference points.

- k. Bridge survey details
- l. Standard drawing of mentioned cross drainage structures, retaining/breast wall. Side drain (lined/unlined), typical cross-section of the road (according to type of soil viz. HR, MR, SR, HS, OS etc.) Passing zone (if provided), hairpin bend (if provided).
- m. Plan of the road should contain details of Major intersections (road crossings, village entrances, etc.), green belts, lay byes, bus parks/stands at appropriate intervals along the proposed road alignment.
- n. All the details such as Trees, prevailing structures such as House, Walls, bridges etc. should be clearly mentioned in the map and cost of Dismantling (if required) should be clearly mentioned in the estimate.

### 2.3.5 Engineering design calculations

All engineering design must be shown with calculation. The format should be described properly declaring the meaning and source of variable constants and multiplication factors should be referenced and justified.

## 3. REPORT

The consultants shall submit copies of the reports as follows:

Draft report	1 (one) copies and e-copy of as per demand of the office
Final report	2 (two) copies and e-copy of as per demand of the office

The format of the reports shall be broadly in line with the format as prescribed in Annex 3 of this ToR. However, the consultant must take prior approval of the report format from the engineer in-charge.

## 4. PRESENTATION OF REPORT

The consultant may be asked to present the report before the committee appointed by the CAO after submission of the draft report with aid of audiovisual interpretation.

## 5. TIME SCHEDULE

The consultant shall commence the work within the time mentioned in this ToR and shall be submitted to Sili-chong Rural Municipality, Tamku, Sankhuwasabha to fit in with the schedule as follows:

Draft report	: within <b>1 month</b> of the commencement date
Final Report	: Within <b>2 weeks</b> of receipt of official's comments on the draft report with electronic copy.

## 6. MODE OF PAYMENT

- a) 40% of the contract amount after submission of draft report.
- b) 60% of the contract amount after submission of final report.

## 7. USE OF COMPUTER

Consultants are encouraged to use computers and appropriate software. But the software to be used in engineering design works must be approved in advance by the client. Further, the reports should contain adequate information on methodology adopted in the programme, summarized flow diagram, description of formula used in the programme, data required for input and results obtained in output etc. It does not however apply to word processing software, but formula used in spreadsheet must be described. The consultant need to submit the softcopy of the data of alignment; plan, profile & of cross section drawings, detail cost estimate compatible in a format acceptable to the client.

## 8. DEFECT LIABILITY

### 8.1 Responsibility for survey and design

Submission of the final reports does not relieve the consultant from their responsibility to the design. They shall bear full responsibility for: Authenticity of all the field data including socio-economic, environmental, topographic, and hydrological information;

- i. Correctness of the design and all the calculations;
- ii. Correctness of the drawings;
- iii. Correctness of any other details related to construction

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**8.2 Acceptance of responsibility:** The consultants shall submit signed **Statement of Acceptance of Responsibility** as mentioned above in sections 7.1 with the final report.

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## Annex 1.

The Design Standard as specified in the DoLIDAR/DOR will be adopted.

Annex 2

### Engineering Surveys

The purpose of engineering survey is to provide ground data for design and preparation of construction drawings and to establish quantities of construction work. The survey will be carried out with sufficient coverage and details required for construction of EFR. The main requirement of the survey work will be thorough and permanent monumentation of survey with clear and proper documentation to ensure that the entire survey could be retrieved without difficulties during construction period.

#### (1) Survey Work

##### Engineering Survey

As this stage the engineering survey will comprise those surveys mainly to provide grade control and details for basic design of road alignment. The following surveys are envisaged.

- i. Fixing gradient between consecutive control points
- ii. Establishment and monumentation of Benchmarks and baseline control points
- iii. Benchmark survey
- iv. Baseline survey
- v. Traverse survey
- vi. Profile or centreline survey
- vii. Cross-section survey

##### (i) Fixing Gradient Between Consecutive Control Points

This will be done with the help of Total station, ranging rod and tape. The main objective of the survey will be to provide control of vertical gradient of road alignment between consecutive control points.

##### (ii) Establishment and Documentation of Bench Marks and Control Points

Permanent BMs will be established along the road alignment at about 0.5 km intervals. Monumentation of BMs will be done using concrete pegs mounted with nails at the top. Other permanent objects along the alignment also will be appropriately used for BM documentation. The BMs will be located so that they are not disturbed by construction activities. Similarly, BMs will be located away from the slide zone.

The BMs will provide vertical control points for the survey and also serve as baseline stations and traverse points for horizontal ground control. The position of BMs will be marked by three permanent reference points. Moreover, temporary bench marks (TBMs) will be provided in between permanent BMs, as required. Description cards (D-cards) of all BMs will be prepared to enable all permanent monuments for easy retrieval during construction.

##### (iii) Bench Mark Survey

Bench mark survey will be carried out by running a double run, second order split level circuits. All closing errors shall be kept within the acceptable limits of second order accuracy.

##### (iv) Baseline Survey

A closed baseline survey will be carried out starting from accepted primary control points using EDM equipment. Reciprocal linear measurements and two sets of angular measurements will be taken between three consecutive baseline stations. Distance between two consecutive baseline points will depend upon the visibility. However, this distance will not be more than 750 m. The baseline survey will provide horizontal control for engineering survey works. A single coordinate system will be used.

(v) Traverse Survey

A primary traverse survey will be carried out along the road alignment. The survey will be connected to the baseline survey so that both surveys will have single coordinate system. The survey will cover the right-of-way (ROW) and will record location of existing and proposed centre line, BMs and TBMs, physical and manmade features of permanent nature, which might influence the road alignment.

(vi) Centre Line Survey

The centre line of the proposed road alignment will be carried out at 20 metres intervals by driving wooden pegs. Similar pegs will be driven on 10 metres either sides of centre line to define right-of-way (ROW). The spacing of chainage markings will be adjusted as required for abrupt change in ground profile and horizontal curvature. These chainage marks will provide reference for centre line surveys and other surveys and investigation along the alignment. In case of existing tracks and trails proposed to be upgraded for road, necessary setting out and alignment corrections will be included during centre line survey.

The centre line survey of the road will be carried out at each chainage point by auto level. Any sudden change in gradient will be recorded separately. Levels will be referenced and closed to near by BMs.

(vii) Cross-Section Survey

In case of new alignment sections cross-sections of road alignment will be surveyed at each chainage point. Whereas in sections where existing trails, tracks are to be improved this interval could also be appropriately adjusted with typical cross-sections taken at homogenous stretches covering sufficient details to establish construction quantities with adequate details and accuracy. In general, the cross-section survey will extend to a minimum of 15m on either side of the centreline of the road. However, at places requiring further details the survey will extend beyond 15m to cover these features.

In case of major cross drainage, detail cross-sections will be taken at 50 m along the upstream and downstream of proposed crossing. The cross-sections will appropriately cover area beyond high flood lines.

The cross-section survey will be carried out following tacheometric methods, tape and rod or using auto level, as appropriate.

(viii) Fixation of centre-line

After completion of the design the centreline pegging with use of EDM will need to be carried out to mark the centre line of Beginning of Curves, Middle of Curve, and End of Curve and centreline points along straight sections at intervals of 50m. Wooden pegs need to be of minimum 1.5 inch diameter and length 5 inch.

(ix) Correction of centreline & Chainage marking

At the time of field verification if there is the need to correct the centreline, necessary modification to the design will be required. The corrected centre line will need to be marked accordingly. Chainage marking at intervals of 250m will need to be marked neatly at permanent locations along the alignment.

## **(2) Survey Plotting**

### Stage 1 - Survey Work

The survey plotting will be carried out to prepare centreline plans, longitudinal profile and cross-sections of the road alignment.

The plans will show extent of right of way, name of place, streams and river crossing, chainage, location of bypasses and turning point etc.

The profile survey plot will show existing ground level, soil and rock type, stream and river cross-section and other drainage crossing, name of place, problematic area etc.

The cross-section plots will show slope profile with levels, location of existing structures (e.g. buildings) etc.

### Stage 2 - Survey Work

---

Plotting of detail survey will be carried out to prepare plan and showing details of right-of-way horizontal alignment including curvature, turning points and bypasses, buildings and other permanent objectives, landslides and problematic areas; contours, topography features, name of places river and stream crossing etc.

The scales of survey plotting and map preparation will be similar to that as specified in the ToR for plan and profiles and cross-section.

### **(3) Assistance to Land and Property Acquisition**

The consultant will assist the users/beneficiaries and VDCs to identify land and other assets to be acquired for the road construction. To the extent possible the alignment will avoid high value lands, single land ownership, buildings and structures.

## Reporting Format for Detailed Design of Road

## Volume I - Main Report

Title Page

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Acknowledgement

Executive Summary

Table of Content

List of Figures

List of Tables

Salient Features

Index Map: Map of country (A4 size) with project district highlighted

District Map: Political Map of District (A4 size) with plan showing surveyed road and existing road network

Alignment Map: Map of Alignment with chainage showing settlements, VDC boundary, major streams (A4 size)

Acronyms

Chapters (Main body text)

## 1. Introduction

1.1. Project Background (*Brief Introduction about DRILP; Brief Introduction about Sub-Project, selection process: how and when*)1.2. General features of the district and sub-project area (*Geographic, Administrative location, Demographic, major economic activities, existing transport networks*)1.3. Scope of Work (*Gist of ToR*)

## 2. Engineering Survey and Study

2.1. Desk Study

2.2. Field Survey

2.2.1. The survey team

2.2.2. Pre-survey Activities in District (*Meetings, Public Consultations*)2.2.3. Topographical survey (*Horizontal and Vertical Controls, Establishment of permanent control points for future reference, GPS references*)2.2.4. Geological Observation (*Soil type, Rock type, Chainage wise Soil classification*)2.2.5. Vegetation survey (*For Bioengineering purpose, plant type available in the corridor:, grass shrub and tree*)2.2.6. Material Survey (*Availability of local and foreign materials, location & quantity*)2.2.7. Special Survey (*if any for example landslide, river training*)

2.2.8. General Inventory

2.2.8.1. Passing Bays

2.2.8.2. Cross Drainage and Irrigation crossings

2.2.8.3. Retaining Walls (*Type, New and Existing*)

2.2.8.4. Inventory of public infrastructure likely affected by the execution of sub-project

2.2.9. Data Entry and Analysis (*How the field data are analyzed. Use of Software...*)2.2.10. General Alignment Description (*Length & Altitude, Graph: Length vs. Altitude, Alignment nature: ridge, valley or composite, Land use pattern, river, streams, rocky cliff*)2.2.11. VDC 1 (*Length, land use, Settlements covered, river, streams, rocky cliff*)2.2.12. VDC 2 (*Length, land use, Settlements covered, river, streams, rocky cliff*)

2.2.13. VDC.....

3. Road Corridor Community Profile (*Zone of influence- population coverage, Labour Availability, poverty in terms of food availability, education and health status, major occupation of the people, cast ethnicity, access to services, Information related to land acquisition*)4. Adopted Design Standards and Parameters (*Describe about technical guidelines and other adopted standard e.g. Nepal Rural Road Standard 2071*)

4.1. Geometric Design Standards

4.2. Road Classification

4.3. Design Speed

4.4. Right of Way

4.5. Formation Width

4.6. Extra Widening

4.7. Sight Distance



- 
- 4.8. Horizontal Curves (*Simple circular curve, Composite curve(?) and Switchbacks*)
  - 4.9. Vertical Curves (*Valley and Summit curve*)
  - 4.10. Longitudinal Section
  - 4.11. Cross Section (*Intervals, Cut and Fill slopes as per soil types*)
  - 4.12. Passing Bays
  - 4.13. Pavement Design
  - 4.14. Retaining Structures
  - 4.15. Dry stone masonry wall
  - 4.16. Gabion masonry wall
  - 4.17. Cement stone masonry wall
  - 4.18. Breast wall
  - 4.19. Water Management Measures
  - 4.20. Outward cross slope
  - 4.21. Side drains
  - 4.22. Cross drains
  - 4.23. Sub-surface drains
  - 4.24. Check Dam and Chute (*Vegetative and Non vegetative*)
  - 4.25. Irrigation crossings
5. Engineering Design (*Describe about design adopted which differs with 'Design Standard and Parameters, if any, the constraints and justification*)
  6. Engineering Drawings
    - 6.1. Road Design Drawings (*Index map, District map, Alignment Map, Chainage Description chart, Horizontal plan - Vertical profile & H & V-Curve Data, , Cross section, Drawing of a special section if designed separately, Standard drawings*)
  7. Engineering Estimates (*In addition to construction cost, estimate shall include cost of worker's insurance, safety accessories, First Aid, safe drinking water and sanitation facilities, rehabilitation/repair of community infrastructure affected*)
    - 7.1. The Project Cost Estimate (*VDC wise and total*)
    - 7.2. Quantity Estimate (*Work Quantity, Breakdown of Skilled, Unskilled labour and material, tools, Reuse of excavated stones, Rehabilitation of community infrastructure affected by sub-project*)
    - 7.3. Analysis of rates
  8. Environment Protection Measures (*Describe about Balancing the Earthwork in road design, Longitudinal and Cross sectional, Designated tipping sites and Borrow pits, Use of toe walls, Bioengineering Application, Landslide Rehabilitation, Quarry and Borrow Pit, Rehabilitation, Community Infrastructures Rehabilitation, Occupational Health and Safety, Workers accidental insurance, safety accessories, First Aid, safe drinking water and sanitation facilities*)
  9. Conclusion and Recommendations
- References  
Appendices  
Schedule of control points (D- Card)  
Horizontal Curve Data  
Schedule of Retaining Structures  
Schedule of Cross drainage structures  
Schedule of Side drains  
Schedule of pavement reinforcement (*e.g. spot gravelling, stone soling*)  
Schedule of any other structures  
Schedule of Houses to be Dislocated  
Schedule of Public Infrastructure to be rehabilitated  
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## Volume II - Engineer's Estimate

Title Page

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Table of Content

1. Cost Estimate (*Estimate shall include cost of worker's insurance, safety accessories, First Aid, safe drinking water and sanitation facilities, rehabilitation/repair of community infrastructure affected*)
  - 1.1. Abstract of cost (*Total*)
2. Quantity Estimate
  - 2.1. Quantity Estimate for works (*Total*)
3. Analysis of Rates
  - 3.1. Summary of rates (*labour rates and Item rates*)
  - 3.2. Schedule of district rates (Labour and Material)
  - 3.3. Analysis of rates for work items
  - 3.4. Analysis of rates for transportation

Appendix

Copy of current fiscal year district rates

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## Volume III - Social and Environmental Information

## Volume IV - Drawings (A3 Size)

Title page

List of Drawings

General Notes

Index Map: Map of country with project district highlighted in balloon with road plan

District Map: Political Map of District with plan showing surveyed road and existing road network (*Note: Index map and district map can be merged in single sheet*)

Alignment Map: Map of Alignment with chainage in FINIDA Map

Road Plan: Plan of road centreline only (in single sheet)

Chainage Description Chart

Horizontal Plan and Vertical Profile with H-curve data (in a single sheet)

Cross Sections

Drawing of a special section (e.g. landslides, bridge etc) designed separately (if any)

Standard drawing of road sections and structures (*Those only relevant to Abstract of Cost*)

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## Office of the Rural Municipal Executive

### DETAILED ENGINEERING SURVEY, DESIGN AND COST ESTIMATE of

### FINAL REPORT

<b>Volume I: Main Report</b>
------------------------------

Volume II : Engineer's Estimate

Volume III : Social and Environmental Information

Volume III: Drawings

***Submitted by:***

*(Name of consultant)*

***(date)***

## Section 6. Standard Form of Contract

### Contract for Consultant Services

For

[ Name of the Assignment]

Between

\_\_\_\_\_  
[name of the Client]

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").]**<sup>3</sup>

### WHEREAS

- (a) the Client has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");
- (b) the Consultants, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) the Client has received [or has applied for] a loan [or credit or grant] from the Donor Agency (hereinafter called the "Donor") towards the cost of the Services and intends to apply a portion of the proceeds of this loan [credit or grant] to eligible payments under this Contract, it being understood (i) that payments by the Donor will be made only at the request of the Client and upon approval by the Donor, (ii) that such payments will be subject, in all respects, to the terms and conditions of the agreement providing for the loan [or credit or grant], and (iii) that no party other than the Client shall derive any rights from the agreement providing for the loan [or credit or grant] or have any claim to the loan [or credit or grant] proceeds;

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

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) The General Conditions of Contract;
  - (b) The Special Conditions of Contract;
  - (c) The following Appendices: **[Note: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.]**
    - Appendix A: Description of the Services
    - Appendix B: Reporting Requirement
    - Appendix C: Key Personnel and Sub consultants
    - Appendix D: Duties of the Client
    - Appendix E: Cost Estimates in Local Currency
    - Appendix F: Form of Guarantee for Advance Payments
    - Appendix G: Minutes of Negotiations Meetings
2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract, in particular:

<sup>3</sup> Text in brackets is optional; all notes should be deleted in final text.

- (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;

“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 GCC 4.2(a);

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

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

“Sub consultant” means any person or entity to whom/which the Consultants subcontract any part of the Services in accordance with the provisions of Clause GCC 3.7;

“Third Party” means any person or entity other than the Government, the Client, the Consultants or a 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 Govern-

This Contract, its meaning and interpretation, and the relation be-

<b>ing Contract</b>	tween the Parties shall be governed by the Applicable Law of Nepal.
<b>1.4 Language</b>	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.
<b>1.5 Headings</b>	The headings shall not limit, alter or affect the meaning of this Contract.
<b>1.6 Notices</b>	<p>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.</p> <p>1.6.2 Notice will be deemed to be effective as specified in the SCC.</p> <p>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.</p>
<b>1.7 Location</b>	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.
<b>1.8 Authority of Member in Charge</b>	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.
<b>1.9 Authorized Representatives</b>	Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants may be taken or executed by the officials specified in the SCC.
<b>1.10 Tax- es and Duties</b>	Unless otherwise specified in the SCC, the Consultants, Sub consultants and Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law.

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

<b>2.1 Effective-ness of Contract</b>	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.
<b>2.2 Termination of Contract for Failure to Become Effective</b>	If this Contract has not become effective within such time period the date of the Contract signed by the Parties as shall be specified in the SCC, either Party may, by not less than thirty (30) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall be

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 9.0 hereof, this Contract shall terminate at the end of such time period after the Effective Date as shall be specified in the SCC.

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

**2.6 Force Majeure**

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

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

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

**2.6.2 No Breach of Contract** The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

**2.6.3 Measures to be Taken** A 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.

#### 2.6.4 Extension of Time(EoT)

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

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

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

#### 2.6.5 Consultation

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

#### 2.7 Suspension

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

#### 2.8 Termination

##### 2.8.1 By the Client

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

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

if the Consultants become (or, if the Consultants consist of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

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

if the Consultants submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultants know to be false;

if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

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

if the Consultant, in the judgment of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause:

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

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

#### 2.8.2 By the Consultants

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

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.

#### 2.8.3 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clauses GCC 2.2 or GCC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GCC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 3.3 hereof, (iii) the Consultants’ obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 3.6(ii) hereof, and (iv) any right which a Party may have under the Applicable

Law.

**2.8.4 Cessation of Services**

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

**2.8.5 Payment upon Termination**

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

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 2.8.1 hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract including the cost of the return travel of the Personnel and their eligible dependents.

**2.8.6 Disputes about Events of Termination**

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

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

#### **3.1 General**

**3.1.1 Standard of Performance**

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

**3.1.2 Law Governing Services**

The Consultants shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub consultants, as well as the Personnel of the Consultants and any Sub consultants, comply with the Applicable Law. The Client shall notify the Consultants in writing of relevant local cus-

toms, and the Consultants shall, after such notification, respect such customs.

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

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

## **3.2 Conflict of Interests**

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

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

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

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

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

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

during the term of this Contract, any business or professional activities in Nepal which would conflict with the activities assigned to them under this Contract; and

After the termination of this Contract, such other activities as may be specified in the SCC.

## **3.3 Confidentiality**

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

## **3.4 Liability of the Consultants**

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

## **3.5 Insurance to be Taken Out by the Con-**

The Consultants (i) shall take out and maintain, and shall cause any Sub consultants to take out and maintain, at their (or the Sub consultants', as the case may be) own cost but on terms and con-

***sultants***

ditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SCC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

### 3.6 Accounting, Inspection and Auditing

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

### 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:

appointing such members of the Personnel as are listed in Appendix C merely by title but not by name;

entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub consultant and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub consultant and its Personnel pursuant to this Contract;

any other action that may be specified in the SCC.

### 3.8 Reporting Obligations

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

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

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

### 3.10 Equipment and Materials Furnished by the Client

Equipment and materials made available to the Consultants by the Client, or purchased by the Consultants with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultants shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Consultants, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

## 4. Consultants' Personnel and Sub consultant

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

**4.2 Description of Personnel** The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultants' Key Personnel are described in Appendix C. If any of the Key Personnel has already been approved by the Client, his/her name is listed as well.

If required to comply with the provisions of Clause GCC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Consultants by written notice to the Client, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GCC 6.1(b) of this Contract. Any other such adjustments shall only be made with the Client's written approval.

If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the Client and the Consultants, provided that any such increase shall not, except as otherwise agreed in writing, cause payments under this Contract to exceed the ceilings set forth in Clause GCC 6.1(b) of this Contract.

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

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

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

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

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

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

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

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



**6.1 Cost Estimates; Ceiling Amount**

An estimate of the cost of the Services payable in local currency is set forth in Appendix E.

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

Notwithstanding Clause GCC 6.1(b) hereof, if pursuant to any of the Clauses GCC 5.3 or 5.4 hereof, the Parties shall agree that additional payments in local and/or foreign currency, as the case may be, shall be made to the Consultants in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GCC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GCC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

**6.2 Remuneration and Reimbursable Expenditures**

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.

**6.3 Currency of Payment**

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

**6.4 Mode of Billing and Payment**

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 specified in the SCC, such bank guarantee (i) to remain effective additional one month after the advance payment has been fully set off as provided in the SCC, and (ii) to be in the form set forth in Appendix I hereto or in such other form as the Client shall have approved in writing.

As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services or on completion of the task on which the payment is based, the Consultants shall submit to the Client, in duplicate, itemized statements, accompanied by copies of receipted invoices, vouchers and other appropriate supporting

materials, of the amounts payable pursuant to Clauses GCC 6.3 and 6.4 for such month or completed task.

The invoice format shall be as agreed between the client and the consultants.

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 account of the Consultant specified in the SCC.

## 6.5 Retention

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

## 6.6 Liquidated

The Consultant shall pay liquidated damages to the Client at the

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

## 7. Fairness and Good Faith

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

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

## 8. Settlement of Disputes

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

**8.2 Dispute Settlement** Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be referred to the Adjudicator by either Party within 15 days after the amicable settlement period of 30 days.

- ii. **Appointment of the Adjudicator** **8.3.**
- a. The Adjudicator, shall be appointed jointly by the Client and the Consultant within 30 days of the commencement date of the contract. If the parties cannot reach an agreement on the appointment of the Adjudicator, the Client will request the Appointing Authority designated in the SCC, to appoint the Adjudicator within 15 days of receipt of such request.
  - b. Should the Adjudicator resign or die, or should the Client and the Consultant agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Client and the Consultant. In case of disagreement between the Client and the Consultant, within 30 days, the Adjudicator shall be designated by the Appointing Authority at the request of either party, within 15 days of receipt of such request

#### 8.4. Procedures for Disputes

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

#### 9. Remedies for Breach of Contract

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

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

#### 10. Conduct of Consultants

- 10.1 The Consultant shall be responsible to fulfil his obligations as per the requirement of the Contract Agreement, RFP documents and GoN's Procurement Act and Regulations.
- 10.2 The consultant shall not carry out or cause to 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 bidders.
- l. coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceeding
- m. 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.
- 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 the notification of award of contract

#### 11. Blacklisting Consultant

11.1 Without prejudice to any other right of the Client under this Contract, Public Procurement Monitoring Office may black-list 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 bidder committed acts pursuant to the Information to Consultants 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 <sup>4</sup>	Amendments Of, And Supplements To, Clauses In The General Conditions Of Contract
-----------------------------------	----------------------------------------------------------------------------------

1.6.1	<p>The addresses are :</p> <p>Client:</p> <p style="padding-left: 40px;">Address : Silichong Rural Municipality</p> <p style="padding-left: 80px;">Office of the Rural Municipal Executive</p> <p style="padding-left: 80px;">Tamku Sankhuwasabha.</p> <p>Consultants:</p> <p style="padding-left: 40px;">Address: ... ..</p> <p style="padding-left: 40px;">Attention: ... ..</p> <p style="padding-left: 40px;">Cable address: ... ..</p> <p style="padding-left: 40px;">Telex: ... ..</p> <p style="padding-left: 40px;">Facsimile: ... ..</p> <p style="padding-left: 40px;">E-mail: ... ..</p>
1.6.2	<p>Notice will be deemed to be effective as follows:</p> <p>(a) in the case of personal delivery or registered mail, on delivery;</p> <p>(b) in the case of telexes,</p> <p>(c) in the case of telegrams,</p> <p>(d) in the case of facsimiles,</p> <p>(e) in case of E-mail,</p>
1.8	<p>The Member in Charge is <b><i>Bhadra Bahadur Rai, Chief Administrative Officer</i></b></p>
1.9	<p>The Authorized Representatives are:</p> <p>For the Client: <i>Chief Executive</i>: _</p> <p>For the Consultants: _____</p>
2.2	<p>The time period shall be <b>30 days</b> or such other time period as the parties may agree in writing.</p>
2.3	<p>The time period shall be <b>7 days</b> or such other time period as the parties may agree in writing.</p>
2.4	<p>The time period shall be <b>7 days</b> or such other time period as the parties may agree in writing.</p>

<sup>4</sup> Clauses in brackets are optional; all notes should be deleted in final text.

3.2.3(b) NA

3.4

**“3.4 Limitation of the Consultants’ Liability towards the Client**

- (a) Except in case of gross negligence or wilful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Client’s property, shall not be liable to the Client:
  - (i) for any indirect or consequential loss or damage; and
  - (ii) for any direct loss or damage that exceeds (A) the total payments for professional fees and reimbursable expenditures made or expected to be made to the Consultants hereunder, or (B) the proceeds the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (A) or (B) is higher.
- (b) This limitation of liability shall not affect the Consultants’ liability, if any, for damage to Third Parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services.”

3.5

The risks and the coverage shall be as follows:

- b. Third Party liability insurance, with a minimum coverage of **NA**
- b. professional liability insurance, with a minimum coverage of **NA**

3.9

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

6.1(b)

The ceiling in local currency is: *See Appendix E*

6.4(a)

The following provisions shall apply to the advance payment and the advance payment guarantee: As per ToR Given

6.4(c)

The interest rate is: **5%**

6.4(e)

The account is:

6.5 a)

Retention : **NA**

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

**8.3 Appointment of the Adjudicator** Appointing Authority: **Nepal arbitration Council, NEPCA**

**8.4(b)** The Adjudicator's rate is: as per NEPCA

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

1. Selection of Arbitrators.

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

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

3. Miscellaneous. In any arbitration proceeding hereunder:

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



**Model Form I**

Consulting Firm:  
Assignment:

Country:  
Date:

**Consultants' Representations Regarding Costs and Charges**

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

(Expressed in [name of currency])

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

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

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

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

\_\_\_\_\_  
Date

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

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

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

Model Form II

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

Signature

Date

Name:

Title:

भद्र बहादुर राई  
प्रमुख प्रशासकीय अधिकृत

## IV. Appendices

### Appendix A—Description of the Services

*As per given in data sheet.*

### Appendix B—Reporting Requirements

*As per ToR given.*

### Appendix C—Key Personnel and Sub consultants

List under: C-1 Titles [and names,], detailed job descriptions and minimum qualifications of Key Personnel to be assigned to work and staff-months for each:  
*As per given in bid data sheet.*

C-2 List of approved Sub consultants: Not Used

### Appendix D—Duties of the Client

List under: F-1 Not Used.

### Appendix E—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).

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].<sup>5</sup>

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

---

<sup>5</sup> 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.*