



Aathbiskot Municipality
Office of the Municipal Executive
Karnali Province, Radijiula, Rukum (West)

REQUEST FOR PROPOSAL (RFP)



Procurement of Consulting Services

For

"Detailed Engineering Survey, Soil Investigation, Design, Cost Estimates & Preparation of Detailed Project Report (DPR) of Radibazar-Jajarkot Bridge"

July, 2019



Table of Contents

Section 1.	Letter of Invitation	2
Section 2.	Information to Consultants	3
Section 3.	Technical Proposal - Standard Forms	16
Section 4.	Financial Proposal - Standard Forms	24
Section 5.	Terms of Reference.....	29
Section 6.	Standard Form of Contract.....	48



Section 1. Letter of Invitation

2076/04/05

1. Aathbiskot Municipality has allocated fund toward the cost of Consulting Services for the Design of Bridges and intends to apply a portion of this fund to eligible payments under this Contract.
2. Sarada Municipality now invites proposals to provide the following consulting services: **Feasibility Study, Detailed Engineering Survey, Soil Investigation and Detailed Design of Radibazar-Jajarkot Bridge** in corresponding. More details on the services are provided in the attached Terms of Reference.
3. A consultant will be selected under Quality- and Cost-Based Selection (QCBS), and procedures described in this RFP.
4. The RFP includes the following documents:
 - Section 1 - Letter of Invitation
 - Section 2 - Information to Consultants
 - Section 3 - Technical Proposal - Standard Forms
 - Section 4 - Financial Proposal - Standard Forms
 - Section 5 - Terms of Reference
 - Section 6 - Standard Forms of Contract.
6. Please inform us, upon receipt:
 - (a) that you received the letter of invitation; and
 - (b) whether you will submit a proposal alone or in association.

Yours sincerely,

Ram Bahadur K.C
Act. Chief Administration Officer

Section 2. Information to



Consultants



1. Introduction

- 1.1 The Client named in the Data Sheet will select a consultant among those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.
- 1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, for services as specified in the Data Sheet. The proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected consultant.
- 1.3 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first hand information on the assignment and on the local conditions, consultants are encouraged to visit the Client before submitting a proposal and are advised to attend a pre-proposal conference if one is specified in the Data Sheet.
- 1.4 The Client will provide the inputs specified in the Data Sheet, assist the consultant in obtaining licences and permits needed to carry out the services, and make available relevant project data and reports.
- 1.5 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.
- 1.6 GoN (or Donor Agency) policy requires that consultants provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.
 - 1.7.1 Without limitation on the generality of this rule, consultants shall not be hired under the circumstances set forth below:
 - a. A consultant, which has been engaged by the Client to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing consulting services for the same project. Conversely, consultants hired to provide consulting services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the consultant's earlier consulting services) for the same project.
 - b. Consultants or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the consultants.
 - 1.7.2 Any previous or ongoing participation in relation to the assignment by the consultant, its professional staff or affiliates or associates under a contract with the GoN may result in rejection of the proposal. Consultants should clarify their situation in that respect with the Client before preparing the proposal.
- 1.8 It is the GoN's policy to require its implementing agencies, as well as consultants under GoN (or Donor Agency) financed contracts, to observe the highest standard of ethics during the selection and execution of such



- 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 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:
- 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.
 - 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.
 - 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.
 - 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,
Opening
Proposals**

**and
of**

- 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 it's intention to accept the proposal to the selected consultant and other short-listed consultants within 7 days of selection of the winning proposal.
- 7.2 Any consultant, who has submitted a proposal and is not satisfied with the procurement process or Client's decision provided as per Sub - Clause 7.1 and believes that the Client has committed an error or breach of duty which has or will result in loss to him then the consultant may give an application for review of the decision to the Client with reference to the error or breach of duty committed by the Client. The review application should be given within 7 days of receipt of information regarding the issue of letter by the Client notifying it's intention to accept the winning proposal pursuant to Sub Clause 7.1.
- 7.3 If the review application is not received by the Client pursuant to Sub-Clause 7.2 then the proposal of the Consultant, selected as per Sub-Clause 7.1 shall be accepted and the successful consultant shall be notified to come for signing the Agreement within 15 days.
- 7.4 If the Consultant fails to sign an agreement pursuant to Sub-Clause 7.3 then the Client will invite the consultant whose proposal received the next highest score to negotiate a contract.
- 7.5 If a review application is received by the Client pursuant to Clause 7.1 then the Client will clarify and respond within 5 days of receiving such application
- 7.6 If the applicant is not satisfied with the decision given by the procuring entity and/ or the decision is not given by the Procuring Entity Chief within 5 days then the applicant can file a complaint to the Review committee within 7



- days.
- 7.7 The Client shall return the unopened Financial Proposals of those consultants who did not pass the technical evaluation.
- 7.8 The consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.
- 8. Confidentiality**
- 8.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the letter of intention to accept the proposal is not issued to the selected consultant pursuant to Sub- Clause 7.1.
- 9. Conduct of Consultants**
- 9.1 The Consultant shall be responsible to fulfill his obligations as per the requirement of the Contract Agreement, RFP documents and GoN's Public Procurement Act and Regulations.
- 9.2 The consultant shall not carry out or cause to carryout the following acts with an intention to influence the implementation of the procurement process or the procurement agreement :
- 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 Consultant for his conduct up to three years on the following grounds and seriousness of the act committed by the consultant:
- if it is proved that the bidder committed acts pursuant to the Information to Consultants clause 9.2,
 - 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: Aathbiskot Municipality Office of Municipality Executive Karnali Province ,Radijiula,Rukum(West)</p> <p>The method of selection is: Quality- and Cost-Based Selection (QCBS)</p>
1.2	<p>The name, objectives, and description of the assignment are:</p> <p>Name: Feasibility Study, Detailed Engineering Survey, Soil Investigation, Hydrological Study and Detailed Design of Radibazar-Jajarkot Bridge</p> <p>Objectives: Detailed Design of Bridges</p> <p>Description: Feasibility Study, Detailed Engineering Survey, Soil Investigation, Hydrological Study and Detailed Design of Radibazar-Jajarkot Bridge</p>
1.3	<p>A pre-proposal conference will be held: <i>Yes</i></p> <p>The name(s), address(es), and telephone numbers of the Client's official(s) are:</p> <p>Name:</p> <p>Address: Aathbiskot Municipality ,Radijiula,Rukum(West)</p> <p>Contact Telephone No.:</p>
1.4	<p>The Client will provide the following inputs: NA</p>
1.10	<p>The clauses on fraud and corruption in the Contract are: <i>As per prevailing laws of Nepal</i></p>
2.1	<p>Clarifications may be requested 7 days before the submission date</p> <p>The address for requesting clarifications is: Aathbiskot Municipality Office of Municipal Executive Karnali Province,Radijiula,Rukum(West)</p>
3.1	<p>Proposals should be submitted in the following language(s): English</p>

		
3.3	(i)	Short listed consultants/entity may not associate with other short listed consultants:
	(ii)	The estimated number of professional staff-months required for the assignment is: NA <u>Available Budget for Fixed Budget Assignment : NA</u>
	(iv)	The minimum required experience of proposed professional staff is: As indicated in the TOR
	(vi)	Reports that are part of the assignment must be written in the following language(s): English
3.4	(vii)	Training is a specific component of this assignment: No
	(viii)	Additional information in the Technical Proposal includes: See TOR
3.9		Proposals must remain valid 90 days after the submission date.
4.3		Consultants must submit an original and no additional copies of each proposal:
4.4		The proposal submission address: Aathbiskot Municipality Office of Rural Municipal Executive Radjiula, Rukum(West) Information on the outer envelope should also include : Name of the Project or consulting services
4.5		Proposals must be submitted no later than: As mentioned in the Letter of Invitation
5.1		The address to send information to the Client is: Aathbiskot Municipality Office of Municipal Executive Radjiula, Rukum(West)
5.3		The number of points to be given under each of the evaluation criteria are: <u>Points</u>
	(i)	Relevant experience of the consultants 10
	(ii)	Understanding of the TOR and Methodology of work 30
	(iii)	Qualifications and competence of the proposed key personals 45

	<p>(iv) Technology transfer and training 5</p> <p>(v) Equipments 10</p> <p>Total Points 100</p> <p>Minimum total technical score required to pass is 70%</p> <p>The number of points to be given under each evaluation sub criteria for qualifications of staff are:</p> <p><u>Points</u></p> <p>1. Relevant experience of the consultants 10</p> <p>2. Understanding of the TOR and Methodology of work 30</p> <p>3. Qualification and competence of the proposed personnel 45</p> <p>4. Technology Transfer and Training 5</p> <p>5. Equipments 10</p>
5.8	The fixed Budget Ceiling for the assignment is : <i>NA</i>
5.11	<p>The formula for determining the financial scores is the following: $S_f = 100 \times F_m / F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration</p> <p>The weights given to the technical and Financial Proposals are: T (Technical Proposal) = 0.80 P (Financial Proposal) = 0.20</p>
6.1	<p>The address for negotiations is: <i>Aathbiskot Municipality</i> <i>Office of Municipal Executive</i> <i>Karnali Province, Radjiula, Rukum (West)</i></p>
7.8	The assignment is expected to commence on 7 th day from the <i>signing of the contract</i>

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:

3B. CONSULTANT’S REFERENCES

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

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

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

Consultant’s Name: _____

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

On the Terms of Reference:

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

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

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

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

3E. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff		
Name	Position	Task

2. Support Staff		
Name	Position	Task

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

Proposed Position: _____

Name of Consultant: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Consultant/Entity: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

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

Education:

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

Employment Record:

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

Languages:

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

Certification:

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

[Signature of staff member and authorized representative of the consultant] Date: _____
Day/Month/Year

Full name of staff member: _____

Full name of authorized representative: _____

3G. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL- SEE TOR

3H. ACTIVITY (WORK) SCHEDULE

A. Field Investigation and Study Items

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

B. Completion and Submission of Reports

Reports	Date
1.	
2.	
3.	
4.	

**Aathbiskot Municipality
Office of Municipal Executive
Karnali Province,Radijiula,Rukum(West)**

**Request for Proposal
for
Consulting Services
for**

**Feasibility Study, Detailed Engineering
Survey,Soil Investigation, Hydrological Study
and Detailed Design of Radijiula-Jajarkot
Bridge**

**Part – II
FINANCIAL PROPOSAL**

Notice No.:

Contract No. :

Consultant's Name and address:

July,2019

Section 4. Financial Proposal - Standard Forms

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

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:



4B. SUMMARY OF COSTS

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

4C. BREAKDOWN OF PRICE PER ACTIVITY(NOT APPLICABLE)

4D. BREAKDOWN OF REMUNERATION PER ACTIVITY(NOT APPLICABLE)

4E. REIMBURSABLES PER ACTIVITY(NOT APPLICABLE)

4F. MISCELLANEOUS EXPENSES(NOT APPLICABLE)



Section 5. Terms of

For Feasibility Study, Detailed Hydrological Study and Detailed Design of Bridges

Reference

Engineering Survey, Soil Investigation,

Name of Bridge: Radjiula -Jajarkot Bridge

Location: Bheri River

1. INTRODUCTION

Aathbiskot Municipality (herein after referred as "Client"), intends to utilize services of engineering consulting firms well experienced in the fields of soil investigation, hydrological studies, bridge engineering, river training works, environment aspects etc. for providing engineering consulting services for detail design work of proposed Bridge(s) including river training works, and approach roads.

2. OBJECTIVE

Objective of this job is to design a *safe, reliable* and *cost effective* bridge using the appropriate technology. The bridge is to be designed considering the availability of skilled manpower, construction material, condition of accessibility and other prevailing working conditions.

3. SCOPE OF WORK

The scope of work to be carried out by the consultant shall include but may not be limited to the following:

3.1. Desk study:

A desk study should be carried out, collecting all data, maps and information relevant to bridge design and reviewing for planning of further field survey and investigation works as well as detailed design.

3.2. Feasibility Study :

Feasibility Study shall include the following:

3.2.1. Technical Feasibility study:

It should include reviewing the available data, collecting, reviewing and analysis of field data to be used in the study and conducting analysis to decide upon the technical feasibility of the bridge site(s). A cost comparison of different types of bridge shall be made and discussed with the Project before proceeding to bridge site for soil investigation.

In this study the following points related to the river, its catchment area and all the considered bridge sites should be studied in detail.

- (i) Topography
- (ii) Nature and structure of the surface soil
- (iii) Nature and structure of local as well as regional geology
- (iv) Other information as needed.



3.2.2. Bridge Site Selection

Alternative bridge sites shall be studied based on 3.2.1 and the most suitable site for the bridge based on the above criteria of the site as well as the catchment area shall be selected. The selected site should be clearly indicated in the map and all the characteristic features of the chosen bridge site shall be given, in order to facilitate easy reference while designing the bridge.

3.2.3. Topographical Survey

The topographical survey of the area should cover a minimum distance of **500 m** upstream, **200 m** downstream and **200 m** from the river banks on either sides of the river at the proposed bridge site. The Topographic map should show the following :

- (i) Contours at 1(one)m. intervals in hilly area and at 0.25 m in plain area.
- (ii) Flood lines on either sides of the river in the entire area surveyed.
- (iii) Lines with spot levels along which the bed slope of the river is taken
- (iv) Both banks of the river
- (v) Lines along which cross section of the river is taken
- (vi) Govt. and/or public establishments
- (vii) Traverse lines, benchmarks reference lines and/or points with respect to which the present topo map is prepared.
- (viii) The angle and direction of skew, if the bridge is proposed to be aligned skew.
- (ix) The Names of the nearest identifiable villages/towns etc. in either ends of the bridge.
- (x) Other information relevant to design, construction and/or maintenance of the bridge.

3.2.4. Hydrological Study

For determination of all design data the consultant shall carry out a detailed hydrometrical survey and hydrological study of the river and bridge site, which shall include the following:

- (i) Catchment area of the river up to bridge site
- (ii) Length of the river from origin up to bridge site
- (iii) Possibility of change of catchment
- (iv) Nature, size and quantities of debris carried by the river
- (v) Intensity, duration and distribution of rain in the catchment
- (vi) Vegetation, cultivation etc. of the catchment.
- (vii) Existence of reservoir's, Lakes etc. in the catchment.
- (viii) Existing bridge or other hydraulic structures across the river in the vicinity of the proposed bridge site with their details as much as possible.
- (ix) General slope of the river from the critical point (origin) of the river up to bridge site and general slope of the catchment in both sides of the river.
- (x) Cross sections covering 200m. beyond flood lines of the river at proposed bridge site, at about 500m. u/s and about 200m d/s. wherein HFL, LWL,LBL, area of the cross section, wetted perimeter and geological profile with silt factor of each strata (at proposed bridge site only) shall be indicated. (horizontal and vertical scale of the cross section shall be the same.)
- (xi) Bed slope of the river which must start from 100m. up of the U/S cross section and end at 100 m. down of the d/s. cross section.



- (xii) Maximum discharge established formulas calculated by with different return periods and the peak discharge observed over a period of 100 years.
- (xiii) Velocity and depth of flow at the time of survey.
- (xiv) Shifting of the river in the past at proposed bridge site and in its vicinity.
- (xv) Other information required for river control, design, construction and maintenance of the bridge.

3.2.5. Seismological Study:

The consultants shall collect and refer to the available data regarding the seismic records of the area. Seismic Forces: According to the Indian Standard Criteria for Earthquake Resistant Design of Structures, IRC: 6 may be followed.

3.2.6. Environmental Study

The consultant shall predict damages to the Environment and attempt to mitigate or minimize the damages by choosing appropriate site, cross-section, type of structures etc. and suggest appropriate measures in the design for protection of surrounding Environment. The Environmental Protection Act, Environmental Protections Rules and the DOR environmental policies including Environmental and Social Management Framework (ESMF), modified by GESU/DOR for bridges should be followed.

3.3. Preliminary Design of Bridge

After the selection of the proposed bridge site with alternatives and preparation of topographic maps, the Consultant shall prepare a Preliminary Design Report including feasibility report and discuss with concerned Project In-charge of the Project on the overall feasibility of the site, boring numbers and locations, concept design and other aspects as listed below for the detailed survey and design of the bridge:

- i. Design discharge
- ii. Scour depth, Maximum Scour depth
- iii. Linear waterway needed to be provided
- iv. Anticipated soil condition for foundation
- v. The most feasible proposed bridge site
- vi. River- training & approach roads.
- vii. Type of proposed foundation, substructure and superstructure.

The discussion will be done on the basis of the topographic maps, preliminary findings of the parameters (i to vii) above, location of the bridge with respect to the complete road network of the district. After discussion and finalizing of the bridge site/axis the consultant shall carry out subsurface exploration which shall include the followings:

3.3.1. Test pits and auguring

Test pits and auger-holes in the riverbed to a depth as mentioned in the BOQ for determining the mean particle size of riverbed materials in each layer.

3.3.2. Bore-holes, field tests and laboratory tests

The properties of the underlying soil are determined by field and laboratory tests of the soil samples obtained from the bore holes drilled to a depth as mentioned in the next section and/or the Bill of Quantities. As far as



possible, the locations of the boreholes
Generally the following tests are
properties:

shall be under each abutment and piers.
conducted for determination of soil

S.N.	Type of test	Frequency
1	Undisturbed Soil Sampling	at least 2 at each borehole
2	Standard Penetration Test	as required but the interval not less than 1.5 m and every change of soil strata
3	Grain size analysis	at least 2 at each borehole
4	Hydrometer analysis	at least 2 at each borehole
5	Moisture content	at least 2 at each borehole
6	Bulk and dry density	at least 2 at each borehole
7	Unconfined compression test	at least 2 at each borehole
8	Consolidation test	at least 2 at each borehole
9	Direct shear test	at least 2 at each borehole

If required by the field condition, the Consultant shall conduct other types of tests. Similarly the frequency of the above tests can be increased if required. The cost of all the field and laboratory tests shall be incorporated in the cost of soil investigation works. No separate payment shall be made for the tests.

3.3.3. Depth of soil exploration`

The depth of soil exploration from ground level shall be as follows:

SN	Type of soil	Governing depth
1	Silty, sandy, clayey soil	3 times the design scour depth, or 1.5 times the least dimension of the foundation footing, or 20 m, whichever is maximum
2	Granular soil (gravels, boulders)	2 times the design scour depth, or 1.5 times the least dimension of the foundation footing, or 16 m, whichever is maximum
3	Rocks (soft or hard)	Not exceeding 8 m.

The above mentioned depths are indicative. The Consultant shall decide the actual required depth of soil investigation according to the field condition and design parameters. But in any case the Consultant shall be paid only up to the depth mentioned in the Bill of Quantities. If rock is found at the beginning or at mid-depth then the drilling works shall not exceed the depth as mentioned in the table above. In such case the payment shall be made only for the actual depth.

For example, if rock is found at a depth of 12 m. and if the maximum required depth is 16 m, then drilling shall continue only for further 4 m., and the payment shall be done for 16 m. If rock is exposed on the surface then drilling shall be done up to a depth of 8 m., and the payment shall be done for 8 m. But if the thickness of rock at the surface is 6 m then the drilling shall continue further to the required maximum depth.

3.3.4. Changes in soil strata

N/A

3.3.5. Soil exploration works to be certified

The Project, if required, may ask the Consultant to submit the soil/rock samples obtained from the drilling works in core boxes and/or a bore-log certified by the concerned Division/Project Office or movie clips.

3.3.6. Other information



Availability of construction materials with their engineering properties, quarry site of materials with their available quantities should be shown on a sketch plan with reference to Bridge site.

like, sand gravel boulders, timber, etc. quantities and lead up to the bridge site,



3.4. Analysis of Data, Conclusion of Design Parameters.

and Recommendation

Based upon the above mentioned studies and investigations the consultants shall make the best use of their technical know-how and professional skill to arrive at and recommend the most cost effective design parameters. The consultant shall discuss in detail at least three different options and shall recommend the most appropriate option.

The consultants are required to design the bridges keeping in view of the introduction of modern construction materials and technology into bridge construction industry. It is highly recommended to use pre-stressed concrete in their design. Ordinary RCC or Steel superstructures shall only be accepted if there is sufficient ground in favour of them as compared with the pre-stressed concrete.

3.5. Miscellaneous

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

3.6. Detailed design and quantity/cost estimates

Based on the collected information and results of the discussions mentioned above the consultants shall design the bridge following the standard codes of practice, norms and guidelines. The relevant **codes of IRC for the design of bridges and Nepal Bridge Standards-2067** shall be followed. The list of all reference literature and materials shall be provided on the report.

The consultants shall produce detailed quantity estimate of the bridge and its accessories. They shall collect information on sources of materials and their lead distances and prepare rate schedules and cost estimates based on the standard norms and prevailing district rates.

3.7. Use of Standard Design(s)

Depending upon the site condition and other factors the Consultants can use the Standard Design of the part(s) of the bridge, which shall be made available by the DOR. This matter will be discussed and finalized during the presentation of the Preliminary Design or at a later stage convenient to both parties. If such Standard Design is used the Consultants shall adjust the design of other parts of the bridge to incorporate the parameters of the Standard Design.

If it is decided to use any Standard Design, the Payments shall be adjusted according to the Conditions of Contract and/or as mentioned in the BOQ.

3.8. The checklist

The detailed requirements of the design report are given in the checklist at the end of this TOR. Before submitting the report the consultants should verify whether it complies with the checklist.

4. SUBMISSION OF REPORTS AND PRESENTATION OF THE WORKS

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



4.1. Inception Report

This report shall contain bridge location with alternatives, **cross-section of bridge axis of each alternatives showing hydrological and geological elements**, bank conditions, general geology, general hydrology, location plan, social acceptability, tentative bridge type with length, span arrangement etc. This shall contain Index map as well as location map of the bridge with respect to main road network. Inception report shall be submitted to the Project Office in one copy and shall be presented in the Project Contact office Aathbiskot, Municipality .

4.2. Field Report & Preliminary Design Report

This report will contain bridge site plan showing alignment of bridge foundations and locations of bore holes, logs with description of samples taken at every change of strata. Preliminary field report shall be submitted to the Project Office in two copies and should be discussed with the Project Team.

This report shall contain the preliminary design concepts and short descriptions relating to the proposed structure and its major components, e.g. superstructure, pier, foundations river training/ bank protection structures, approach road etc. It shall include location of proposed foundations and arrangement of the bridge components along with comparison between the possible alternative types. **(Please also see Clause 3.7, Use of Standard Designs)**. This report shall be submitted in **three** copies and the content shall be discussed with the Project Team **before proceeding to the detailed design of the bridge. The Project may also ask to present the Preliminary Design Report to the Project Team.** The cost of such presentation shall be borne by the Consultants.

4.3. Draft Report

This report shall in all respect be complete, containing all the required components of the design and be presented in clear and easy to refer formats as per the general design guidance attached. The complete set of the report shall consist of:

- (i) Volume I – Main Report
- (ii) Volume II – Drawings
- (iii) Volume III – Design Calculations
- (iv) Volume IV – BOQ and Special Provisions to Standard Specifications, if any
- (v) Appendices

Please refer to the checklist provided with this TOR for number of copies and detailed requirements of the reports. The Report shall also include the drawings, quantity and cost estimate of any Standard Design that is used in the Design.

4.4. Presentation of the Draft Report

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

4.5. Final Report

Apart from the presentation, the Project will verify the content of the report against the Terms of Reference and the checklist. The Project may also discuss upon the technical content of the report and may suggest some



changes if thought necessary. While consultants shall consider the corrections or amendments if required. It does not, however, relieve the consultants of their responsibility over the technical content of the design. The final report shall be submitted in stipulated number of copies as indicated in the checklist.

preparing the Final Report the comments/suggestions and make

4.6. Soft copy (electronic copy) of the design report

Apart from the bound report the consultants shall submit soft copies (electronic copies) of the final report in CD-ROMs as specified in the checklist.

5. TIME SCHEDULE

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

- (i) Inception Report within 30 days started from the date of signing of the Agreement.
- (ii) Field Report & Preliminary Design Report within 45 days started from the date of signing of the Agreement.
- (ii) Draft Report within 60 days started from the date of signing of the Agreement.
- (iii) Final Report within 15 days after receiving Project's Comments and suggestions on the draft report.

6. WORKING TEAM

Annex: Information to Consultants 5.3

The number of points to be given under each of the evaluation criteria are:

S.N	Evaluation Basis	Marks/ Points	
1	Specific experience of the consultants related to the assignment (Last Seven years)	10	
i	RCC Bridge Span up to 50 m	2.5 marks for each	
ii	RCC Bridge Span 50 to 200 m	5 marks for each	
iii	RCC Bridge Span above 200 m	10 marks for each	
iv	No relevant assignments	0	
2	Adequacy of the proposed work plan and methodology in responding to the Terms of Reference (ToR)	30	
2.1	Work Plan Adequacy of the proposed work plan and methodology in responding to the Terms of Reference and CPM or Bar chart with milestones in sequential way :10	Very Good	10
		Good	7
		Otherwise	0
2.2	Methodology Description of details methodology of carrying out survey, design and comments inclusion procedure on draft report: 10	Very Good	10
		Good	7
		Otherwise	0
2.3	Understanding of subject matter with comments on ToR If found fully understood the subject matter and critical comments on ToR: 10	Fully understood	10
		Fairly understood	7
		Otherwise	0



3	Qualifications and competence of the key staff for the Assignment	45
3.1	Structure/Bridge/Design Engineer (Team Leader)	15
3.1.1	General Qualification	10
i	MSc in Structure/ Bridge Engineering or equivalent +5 yrs. or more experience	10
ii	MSc in Structure/ Bridge Engineering or equivalent + 3-5 yrs experience	5
iii	Otherwise	0
3.1.2	Specific Experience	5
I	Involved in 5 or more assignments of Bridge	5
Ii	Involved in 3-4 assignments of Bridge	3
Iii	Otherwise	0
3.2	Geo-Tech Engineer / Engineering Geologist	10
3.2.1	General Qualification	5
I	MSc in Geo-tech Engineering or Geology or equivalent + 5 yrs or more experience	5
Ii	MSc in Geo-tech Engineering or Geology or equivalent + 3-5 yrs experience	3
Iii	Otherwise	0
3.2.2	Specific Experience	5
I	Involved in 5 or more assignments of Feasibility study of Bridge	5
Ii	Involved in 3 assignments of Feasibility study of Bridge	3
Iii	Otherwise	0
3.3	Hydrologist	10
3.3.1	General Qualification	5
I	MSc in Hydrology or equivalent + 5 yrs or more experience	5
Ii	MSc in Hydrology or equivalent + 3-5 yrs experience	3
Iii	Otherwise	0
3.3.2	Specific Experience	5
I	Involved in 5 or more assignments of Feasibility study of Bridge	5
Ii	Involved in 3 assignments of Feasibility study of Bridge	3
Iii	Otherwise	0
3.4	Civil Engineer	5
3.4.1	General Qualification	3
i	BE in Civil Engineering or equivalent + 3 yrs. or more experience	3
ii	BE in Civil Engineering or equivalent + 1 yrs experience	1
iii	Otherwise	0
3.4.2	Specific Experience	2
i	Involved in 2 or more assignments of Feasibility study of Bridge	2
ii	Involved in 1 assignments of Feasibility study of Bridge	1
iii	Otherwise	0
3.5	Senior Surveyor	5
3.5.1	General Qualification	2



i	Bachelor in Geomatics Engineering with minimum 1 yrs/Diploma in Civil/Survey Engineering or equivalent + 5 yrs or more experience	2
ii	Diploma in Civil/Survey Engineering or equivalent + 3 yrs experience	1
iii	Otherwise	0
3.5.2	Specific Experience	3
i	Involved in 5 or more assignments of Bridge survey	3
ii	Involved in 2-4 assignments of Bridge survey	2
iii	Otherwise	0
4.0	Technology Transfer and Training	5
	The idea of sharing know-how of the works highlights on dissemination of knowledge and training proposed by the consultant.	5
I	Significant description with charts/diagram/figures	5
Ii	Moderate with standard method of description	3
Iii	General	1
iv	Otherwise	0
5.0	Equipments	10
1	2.5 marks for 1 Total Station	2.5
2	0.5 mark for 1 GPS	0.5
3	Soil Test Machine (Rotary Driller)	7
Note 1: The VAT bill must be issued in the name of Company & the bill must be submitted with the proposal otherwise marks will be considered as Zero (Hiring of equipment will not be considered)		
Note 2: Certificate of the Key personal must be submitted with their mob no. & E-mail ID otherwise the marks will be considered as Zero		

If a consulting firm/s is selected for more than 1 package, a separate team of key personnel with equivalent or better qualification shall be proposed for other package prior to signing of the contract. Upon failure to do so, the next consultant securing high combined score will be called for agreement.

DEFECT LIABILITY

6.1. 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:

- (i) Authenticity of all the field data including socio-economic, environmental, topographic, hydrological and geological information;
- (ii) Correctness of the design and all the calculations (except for the Standard Design, if used);
- (iii) Correctness of the drawings;
- (iv) Correctness of any other details related to construction

6.2. Assistance during construction phase

During construction the consultants, upon written request from the Project Office, shall visit the bridge site and provide necessary technical assistance. The consultants shall be paid for such visits (travel cost and daily allowances) as per the approved norms. But if any changes in the design are required **as per ToR**, the consultants shall furnish it free of cost as per the Condition of Contract.



6.3. Acceptance of responsibility

The Consultants may be asked to submit signed Statement of Acceptance of Responsibility as mentioned above in sections 8.1 and 8.2 attached together with the final report.



Checklist for Detailed bridges

survey and design of

This paper serves as a guideline for and design of bridges, received from the consultants.

checking the detailed engineering survey

General procedure for checking the design report:

Checklist for content of the package:

Particulars	Required information / number / range / value(s)
Volume I - Main report	Draft – 2 copies; Final – 3 copies
Volume II – Drawings	Draft – 2 copies; Final – 3 copies
Volume III – Design calculations	Draft – 2 copies; Final – 3 copies
Volume IV – BOQ and Special Provisions to Standard Specifications (if required)	Draft – 2 copies; Final – 3 copies
Soft (electronic) copies of the report	2 copies in CD-ROM with hard plastic case

1. Content of Main Report (Volume I)

1.1 Statement of acceptance of responsibility

A signed acceptance of responsibility to the authenticity of field data and correctness of design shall be attached to each copy of the main report.

1.2 Salient features:

Particulars	Required information / number / range / value(s)
Name of the Project :	Radijiula-Jajarkot Bridge
Location :	
Province	Karnali
District	Rukum(West)
Village/town	Name of the surrounding VDC/town/municipality or any pertinent landmark in the vicinity of the bridge. (Radijiula)
Name of the Project :	Radijiula-Jajarkot Bridge
Origin and Destination of the Road	Origin and destination
Chainage of the Bridge Site	chainage from the origin of the road
Geographical Location :	
Easting	East coordinate
Northing	North coordinate
Classification of the Road	NH / FRN / FRO / DR / UR / Other
Type of the road surface	BT / GR / ER / Track only
Terrain / Geology	General terrain (Hill, mountain or plain) and general geology
Information on structure:	
Total length of the bridge	Total length between edges of the end decks
Span arrangement	Number x effective lengths of spans
Total width of the bridge:	Total width between edges of the deck



Width of:	
Carriageway:	Clear width available to vehicles
Footpath(s):	Clear width available to pedestrians
Kerbs	Width at the bottom of the kerb
Type of superstructure:	Overall system (e.g. Three girder RCC T-beam & deck / <Type> Steel truss & RCC deck / Four Steel plate I-girders & RCC deck, arch, prestressed etc. etc.)
Type of bearings:	Type of bearings with their dimensions
Type of abutments:	Shape and material in the abutment (e.g. Rectangular RCC with cantilever return wall, or RCC isolated columns with stone pitched slope and wing walls, etc.)
Type of pier(s):	Shape and material (e.g. Rectangular solid / hollow RCC wall, or RCC Hammer-head with solid circular body, etc.)
Type and depth of foundations:	Type and depth from the maximum scour level. Separately for each, if type and depth of foundations for different units are varying
Sketches:	Sketches of the general arrangement of the bridge with gross dimensions (plan, elevation and cross section) in a reduced scale from the main drawings to be attached in A4 or A3 size sheet.
Design data:	
Live load:	Load classes considered
Net bearing capacity of soil	Net bearing capacity applied in design
Design discharge	
Linear waterway	
Summary of quantities of materials:	
Grade and quantity of concrete:	
In superstructure:	Grade and total quantity including girders, deck, parapet, kerb, footpath, railings and approach slab
In substructure:	Grade and total quantity including pier/abutment cap, stoppers, abutment return-walls, ballast wall, pier/abutment stem above pile/well cap and in case of open foundation above base-plate.
In foundation:	Grade and total quantities of pile/well cap, well steining and curb, piles, foundation base-plate and other accessories.
Grade and quantity of structural steel:	
In superstructure:	Steel grade and quantities of truss members, gusset plates and nut-bolts, plate girders including accessories,
In substructure:	Grade and quantity (if any) in abutment/piers
In foundation:	Grade and quantity in foundation (e.g. well-shoe, pile tips etc.)
Grade and quantity of reinforcing steel:	
In superstructure:	Grade and total quantity as in quantity of concrete
In substructure:	Grade and total quantity as in quantity of concrete
In foundation:	Grade and total quantity as in quantity of concrete
Quantities of other materials:	
Stone masonry:	Total quantity (e.g. in wing walls, foundation base, river protection



	works etc.)
Gabion works:	Total quantity (e.g. in wing walls, river training and riverbed protection works etc.)
Formworks:	Quantities in superstructure, substructure, foundation and others if any.
Timber:	Total quantity excluding formwork and staging.
Other:	
Summary of cost:	
Superstructure:	
Substructure:	
Foundation:	
Approach road:	
River training works:	
Total net cost of the bridge:	
Total gross cost of the bridge:	

1.3 Field works:

The following should be complied with at the proposed bridge site.

Centerline of the proposed bridge	<p>Three R.C.C. posts (1:2:4) of 15cm x 15cm in section and 1m length each should be installed minimum 30m apart and projecting 15cm above the ground in the center line of the bridge.</p> <p>Iron rods of not less than 15cm in length and 8mm in dia fixed in center and flushing top surface of the each post shall form the centerline of the bridge. All posts shall be installed beyond the zone of inundation and there should be at least one post on each bank of the river.</p>
Bench Marks	<p>Similar posts (at least one post in each bank) should be fixed in the right of way and beyond the zone of inundation's as Bench Marks, whereon B.M. No. and elevation must be written in fast colour paint on two opposite faces of the post. If permanent structures are available, they can be used for B.M. in lieu of the posts.</p> <p>All central line and Bench Mark posts should be connected with sufficient permanent reference points.</p>
Bore/drill logs	Bore/drill logs should be certified by the engineer of the DOR/Division Road Office/Project.

1.4 Detailed Engineering Study and Survey:



<p>Geology and topography</p>	<p>General description of geologic and topographic parameters as per section 3.2.2 and 3.2.4. of the TOR. Specific geo-technical and topographic parameters shall appear in the design calculations and drawings, respectively.</p>
<p>Hydrology</p>	<p>General description of hydrological aspects as per section 3.2.5 of the TOR. Detailed hydrological parameters shall appear in the design calculations and drawings.</p> <p>The main report should have information on:</p> <ul style="list-style-type: none"> • Catchment area characteristics • Summary of rainfall data • Stream / channel characteristics including : <ul style="list-style-type: none"> ▪ Type of river ▪ Flood characteristics ▪ HFL, LWL and afflux ▪ Depth of scour • Summary of discharge calculation by various methods and determination of design discharge • Determination of effective linear waterway, bridge span arrangements and freeboard. • Summary of required river training works with their justification
<p>Feasibility/selection of the bridge site</p>	<p>The report should review existing studies (if available) and field data to decide upon the technical feasibility of the bridge site.</p> <p>The bridge site should be selected among at least three locations. Selection criteria shall incorporate geo-physical, topographic, hydrological, social, environmental and economic parameters.</p> <p>The bridge site is discussed with the DOR (Division office / Bridge Unit) representatives. The report should present a gist of the discussion and conclusion.</p>
<p>Selection of bridge type, length and span arrangement</p>	<p>The type of bridge, its length and span arrangement is determined after desk study and field works except detailed subsoil exploration on the basis of the following parameters:</p> <ul style="list-style-type: none"> • Design discharge • General and maximum scour depth • Linear waterway to be provided • Anticipated soil condition • Selected bridge site • River training and approach road • Construction/maintenance cost • Availability of material and labour <p>The report should present a comparative evaluation of different types of bridges on the basis of the above parameters. The type of bridge is discussed with the DOR before proceeding to soil investigation and detailed design. The report should include the gist of discussion and conclusion.</p>



Environmental study	The report should review the project as per the Environmental Protection Act, Environment Protection Rules and DOR environmental policies including Environmental and Social Management Framework (ESMF), modified by GESU/DOR for bridges .
Seismological study	The report should review the information and past seismic records of the project area as per section 3.2.6 of the TOR.
Sub-surface exploration	<p>The subsurface exploration shall proceed after final selection of the bridge type and axis conforming to the requirement as per section 3.3 of the TOR. The main report should include the following:</p> <ul style="list-style-type: none"> • General description of the subsoil strata • Bore logs • Sectional elevation of the subsoil strata showing locations of bore-holes and proposed foundations • Net bearing capacity, selection of foundation and its depth on the basis of the above parameters. <p>Detailed analysis of subsoil strata and test results shall appear in Design Calculations and Appendix-1</p>

1.5 Design of bridge

Design parameters and concepts	<p>The detailed design of the different parts shall appear in Design Calculations. The main report should include the following:</p> <ul style="list-style-type: none"> • Design parameters: Discharge, HFL, LBL, free board, scour depth, waterway, loads considered. • Design concepts of superstructure, sub structure and foundation. • Determination of design standards; methods adopted and codes followed. • Requirement of river training and bed protection works concepts of design of such structures.
Summary of design	<ul style="list-style-type: none"> • Summary of design should include the followings: <ul style="list-style-type: none"> ▪ Type and length of spans, ▪ Effective cross section, design forces and reinforcement of slab, main girders, cross girder; ▪ Type, sections and reinforcement of elements of substructures; ▪ Type and details of bearings; ▪ Type, depth, sections, reinforcement of foundation body and footings, ▪ Dimension and reinforcement of approach slab. ▪ Design parameters of approach road: width, surface type, maximum and average gradient, minimum radius of curves



1.6 Cost estimates

<p>Summary of cost</p>	<ul style="list-style-type: none"> ▪ Total cost including cost of bridge, approach roads, river training works, other accessories ▪ Net cost per running meter of bridge only ▪ Total cost per running meter ▪ Abstract of quantity and cost
<p>Rate analysis</p>	<p>The rate analysis should be done following the current norms on the basis of comparative cost of materials such as boulders, stone aggregates, sand, river / quarry gravel collected at sources and direct market price. The report should include:</p> <ul style="list-style-type: none"> ▪ A short description of material sources ▪ Lead distances from sources and market ▪ Comparison of cost of material collected at sources and purchased at market. ▪ Labour rate ▪ Summary of unit rates <p>Detailed rate analysis and a copy of certified district rates should be submitted in Appendix – 2 and 3 respectively.</p>

2. Content of Drawings (Volume II)

<p>General</p>	<p>Size:</p> <ul style="list-style-type: none"> • All the working drawings are presented in size A2 sheets, bound properly. However, if convenient the drawings in Draft Report can be submitted in A3 size sheets.
<p>Format of cover page</p>	<p>The cover page should show the following:</p> <ul style="list-style-type: none"> ▪ Name and address of client, ▪ Contract number, work description, volume ▪ Consultant's name and address ▪ Month and year of completion



<p>Format of other pages</p>	<p>All other pages should show the followings at the bottom of the sheet:</p> <ul style="list-style-type: none"> ▪ Name of the client; ▪ Work description ▪ Drawing title ▪ Designation & signature columns for consultant: designed by, checked by, Approved by ▪ Designation & signature columns for the client: checked by, recommended by, Accepted by ▪ Consultant's name and address ▪ Scale of the drawing ▪ Drawing no./sheet no. <p>The size of letters anywhere in all sheets shall not be less than 2 mm.</p>
<p>Content of the drawings (Volume II)</p>	<p>1.1 Contents</p> <p>1.2 General notes</p> <ol style="list-style-type: none"> a. list of concrete grades used with respect to the components/locations b. concrete covers with respect to the components/locations c. reinforcement design properties d. bar mark designation system <p>1.3 Index map</p> <p>Map of country (length 8 to 10 inches) with location highlighted, location plan showing road network, river system and names of places.</p> <p>1.4 Topographical map</p> <p>Plan of bridge site (scale not exceeding 1:1000) covering a minimum distance of 500 m u/s, 200 m d/s, 200 m from the river banks on either sides of the river at proposed bridge site showing:</p> <ol style="list-style-type: none"> a. contour intervals of 1m & 0.25 m for plain and hilly area respectively b. Flood lines on either sides of the river in the entire area surveyed. c. Lines with spot levels along which the bed slope of the river is taken d. Both banks of the river e. Locations of bore-holes and bench marks f. Plan of the bridge g. Bridge axis reference index h. Govt/public establishments. i. Traverse lines, benchmarks reference lines and/or points with respect to which the present topomap is prepared j. The angle and direction of skew, if the bridge is proposed to be aligned skew k. The names of the nearest identifiable-village/towns etc in either ends of the bridge l. Other information pertinent to design, construction



	<p style="text-align: center;">and/or maintenance of the bridge.</p> <p>1.5 Catchment area map in suitable scale</p> <ol style="list-style-type: none"> a. Catchment area of the river up to bridge site b. Length of the river from origin up to bridge site c. Slope of the river from the critical point (origin) of the river up to bridge site and general slope of the catchment in both sides of the river. d. Maximum discharge calculated by established formulas with different return periods e. Maximum discharge during highest flood, at each cross section. (By x section area & slope method). The peak discharges as observed over a period of 100 years (for important bridges) or 50 yrs (ordinary bridges) as the use may be an average of peaks is taken f. Velocity and depth of flow at the time of survey at the bridge location g. Shifting of the river in the past at proposed bridge site and in vicinity of it. h. Other information required for river control, design, construction and/or maintenance of the bridge. <p>1.6 L-section of river & C/S of river</p> <p>1.7 General arrangement</p> <ol style="list-style-type: none"> a. Plan, Elevation and Side elevation b. Bore logs presented on Elevation <p>2. Structural Drawings with bar bending schedules included in the respective sheets</p> <ol style="list-style-type: none"> 2.1 Main girder(s) details 2.2 Cross girders details 2.3 Deck slab details 2.4 Abutment and approach slab details 2.5 Pier details 2.6 Foundation details 2.7 Details on bearings, railings, drainage systems, expansion joints etc. <p>3. Plan, profile and cross sections of the approach roads on both sides of the bridge</p> <p>4. Details of river training works</p> <p>5. Miscellaneous</p>
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3. Content of Design III)

Calculations (Volume

Detailed analysis and design elements should be provided.

calculation of following

The design calculations should mention the governing design code or guideline wherever they are applied.

Hydrology	
Hydrological data	<ul style="list-style-type: none"> • Catchment area characteristics: <ul style="list-style-type: none"> - The catchment area size, shape (classified as fan, pear, long or narrow), slopes (Longitudinal and Cross-sectional). - Surface characteristics (whether sandy, clayey etc. including percolation and interception characteristics). - Whether land is under afforestation, deforestation or is dotted with urban areas, cultivated areas or storage areas, e.g. lakes, swamps, tanks, reservoirs etc. shall be determined. • Rainfall Data: <ul style="list-style-type: none"> - Maximum in 24 hours. - Maximum in any one hours. - Rainfall distribution in the catchment area. - Duration and frequency of the rain. - Raingauge data of the storms along with the corresponding stream gauss data (data for unit hydrograph). - Average annual rainfall characteristics (from relevant meteorological records). - Probability plotting (a graph plotted between the flood magnitude against its return period). • Stream / channel characteristics <ol style="list-style-type: none"> 1. Type of river <ul style="list-style-type: none"> - Seasonal or Perennial. - Meandering or Straight. - Other classification, e.g. boulderly, flashy, well defined, tidy etc. - Length, slope, cross-sections of the river. 2. Water Level <ul style="list-style-type: none"> - Highest flood in living memory and other major floods before start of investigation. - Highest flood level and year of its occurrence, showing the areas flooded. - Records of flood gauging stations. - Lowest Water Level (LWL). - Afflux, if observed.



	<ul style="list-style-type: none"> - Observed maximum depth of scour and scour level, indicating what obstruction if any, and other special causes, which can be responsible for the scour at site. - Sediment Data, indicating bed material particle size, aggradation (degradation of bed, bank erosion (reference to flood stage) etc. - Erodibility of riverbanks and river bed. - Scour Data (as observed, particularly downstream of any obstructions to the flood flow).
Analysis of hydrological data and determination of associated elements	<ul style="list-style-type: none"> ▪ Discharge calculation by various methods including WECS method, comparison of discharges, determination of design discharge expected to pass under the bridge and justification for adapting the design discharge, natural stream velocity and flood velocity. ▪ Maximum mean or maximum velocity of flood flow. ▪ Effective linear waterway required under the bridge (after allowing for average thickness of each pier and its foundation, between High Flood Level and Normal Scour Level, ignoring the earth fills in front of the abutment). ▪ High Flood Level, Afflux and Water Level. ▪ Freeboard required between the affluxed High Flood Level and soffit of deck from the considerations of unobstructed flow of floating debris with the flood discharge. ▪ Normal and Design (maximum) scour levels at piers and abutments (Consider higher watermarks in the area and at and near the site). ▪ Minimum founding levels at piers and abutments from consideration of maximum scour etc.
Sub-soil investigation.	
Investigation data	<ul style="list-style-type: none"> ▪ Bore-log of each bore-hole showing: Depth gauge, soil description of encountered layers with depth marks, sample collection points, depth and types of tests performed, Ground water table, number of blows for SPT/CPT, N-values ▪ Certificate of sub-soil investigation from respective Division / project office indicating depth of each bore-hole and confirming that soil-samples of each strata in each borehole are deposited in core boxes for the record. ▪ Laboratory test result of the samples as specified in section 3.3 of the TOR.
Analysis of sub-soil data	<ul style="list-style-type: none"> ▪ Determination of bearing capacity and other parameters at different depths required for different types of foundations, determination of



	<p>design bearing capacity.</p> <ul style="list-style-type: none"> ▪ Comparison and determination of type(s) of foundation for abutments and piers. ▪ Summary of subsoil characteristics and types of foundations.
Design of bridge elements	<p>On the basis of the topographic survey, hydrological, sub-soil and seismological analysis the report should present detailed design of the following parts of the bridge:</p> <ul style="list-style-type: none"> ▪ Design of superstructure and its parts: deck, main and cross girders, bearings, railing posts, bracings, stiffeners, joints etc. as applicable. ▪ Design of substructure: pier/abutment cap, substructure body ▪ Design of foundation and its part: foundation base, well/pile cap, well steining, pile grouping, individual pile body, pile head, cutting edge, top/bottom plug as applicable. ▪ Design of river training works ▪ Design of approach roads

5. Soft (electronic) copies of the part of the report

Two copies of the report in electronic files should be submitted in CD-ROMs, which shall include the following:

- Text of main report (in MS Word format)
- Rate analysis and cost estimates (in MS Excel format)
- All the drawings in format compatible to AutoCAD.

6. Appendices

The following should be submitted as appendices to the main report:

1. Laboratory test results of subsoil strata as specified in section 3.3 of the TOR
2. Detailed rate analysis
3. Certified district rates

Section 6. Standard Form of Contract

A. Form of contract

THIS AGREEMENT, made on the *(Date)*.....between Sarada Municipality (herein after called as "the Client") of the one part and the Consulting Firm or JV
 (herein after called as "the Firm" or "the Consultants") the other part.

WHEREAS, the Project is desirous that certain Professional Engineering Services should be performed viz.

_____ the following work and has accepted a proposal by the firm for the performance of such services for the total amount of NRs....., excluding VAT.

In words NRs.

Contract No.	Name of the Work

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

Now this Agreement witness as follows

1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Condition of Engagement hereinafter, referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) The said proposal
 - (b) Terms of Reference
 - (d) Bill of Quantities
 - (e) Memorandum of Agreement
 - (f) Special provisions (if any)
 - (g) Appendices (if any)
 - (h) Checklists (if any)
 - (i) Addenda (if any) to the documents (a) through (h)
 - (j) Instructions to consultant (if any)
3. The Firm shall commence the Services from the date of signing of the Agreement and the services shall be completed on or before *(Date)*.....
4. In consideration of the payments to be made by the Department to the Firm as hereinafter mentioned, the Firm hereby covenants with the Department to perform the services in conformity in all respects with the provisions of the Agreement.
5. The Department hereby consents to pay the Firm in consideration of the performance of the services and amount at the manner prescribed by the Agreement.

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

On behalf of the Department

On behalf of the Firm

Witness

Witness

1 -----

1 -----

2 -----

2 -----

B. 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;

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

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

1.2 Relation between the Parties

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

1.3 Law

This Contract, its meaning and interpretation, and the relation between the



Governing Contract	Parties shall be governed by the Applicable Law of Nepal.
1.4 Language	This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
1.5 Headings	The headings shall not limit, alter or affect the meaning of this Contract.
1.6 Notices	<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>
1.7 Location	The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in Nepal or elsewhere, as the Client may approve.
1.8 Authority of Member in Charge	In case the Consultants consist of a joint venture of more than one entity, the Members hereby authorize the entity specified in the SCC to act on their behalf in exercising all the Consultants' rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
1.9 Authorized Representatives	Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants may be taken or executed by the officials specified in the SCC.
1.10 Taxes and Duties	Unless otherwise specified in the SCC, the Consultants, Sub-consultants and Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law.

2. Commencement, Completion, Modification and Termination of Contract

2.1 Effectiveness of Contract	This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultants instructing the Consultants to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.
2.2 Termination of	If this Contract has not become effective within such time period after the



Contract Failure to Become Effective	for to	date of the Contract signed by the Parties as shall be specified in the SCC, either Party may, by not less than thirty (30) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
2.3 Commencement of Services		The Consultants shall begin carrying out the Services at the end of such time period after the Effective Date as shall be specified in the SCC.
2.4 Expiration of Contract		Unless terminated earlier pursuant to Clause GCC 2.9 hereof, this Contract shall terminate at the end of such time period after the Effective Date as shall be specified in the SCC.
2.5 Variation		Variation of the terms and conditions of this Contract, including any variation of the scope of the Services, may only be made by written agreement between the Parties however, each Party shall give due consideration to any proposals for variation made by the other Party.
2.6 Force Majeure		
2.6.1 Definition		<p>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.</p> <p>Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Subconsultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.</p> <p>Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.</p>
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 whether:

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

2.6.5 Consultation

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

2.7 Suspension

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

2.8 Termination

2.8.1 By the Client

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



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

3.1.3 Application of Procurement Law

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

3.2 Conflict of Interests**3.2.1 Consultants Not to Benefit from Commissions, Discounts, etc.**

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

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



3.6 Accounting, Inspection and Auditing

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

3.7 Consultants' Actions Requiring Client's Prior Approval

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

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

3.8 Reporting Obligations

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

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

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

3.10 Equipment and Materials Furnished by the Client

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



4. Consultants' Personnel and 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

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

4.3 Approval of Personnel

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

4.4 Removal and/or Replacement of Personnel

- a. Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications.
- b. If the Client (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with



qualifications and experience acceptable to the Client.

- c. Any of the Personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Client. Except as the Client may otherwise agree, (i) the Consultants shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

5. Obligations of the Client

- 5.1 Access to Site** The Client warrants that the Consultants shall have, free of charge, unimpeded access to all sites in Nepal in respect of which access is required for the performance of the Services. .
- 5.2 Change in the Applicable Law** If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultants in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultants under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GCC 6.1(b).
- 5.3 Services, Facilities and Property of the Client** The Client shall make available to the Consultants and the Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix D at the times and in the manner specified in said Appendix D, provided that if such services, facilities and property shall not be made available to the Consultants as and when so specified, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultants for the performance of the Services, (ii) the manner in which the Consultants shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultants as a result thereof pursuant to Clause GCC 6.1(c) hereinafter.
- 5.4 Payment** In consideration of the Services performed by the Consultants under this Contract, the Client shall make to the Consultants such payments and in such manner as is provided by Clause GCC 6 of this Contract.

6. Payments to The Consultants



6.1 Cost Estimates; Ceiling Amount

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

6.2 Remuneration and Reimbursable Expenditures

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

6.3 Currency of Payment

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

6.4 Mode of Billing and Payment

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

- a. The Client shall cause to be paid to the Consultants an advance payment as specified in the SC, and as otherwise set forth below. The advance payment will be due after provision by the Consultants to the Client of a bank guarantee by a bank acceptable to the Client in an amount specified in the SCC, such bank guarantee (i) to remain effective additional one month after the advance payment has been fully set off as provided in the SCC, and (ii) to be in the form set forth in Appendix I hereto or in such other form as the Client shall have approved in writing.
- b. As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services 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.

- c. The invoice format shall be as agreed between the client and the consultants.
- d. 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.
- e. 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.
- f. e. All payments under this Contract shall be made to the account of the Consultant specified in the SCC.



6.5 Retention

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

6.6 Liquidated Damages

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

7. Fairness and Good Faith

7.1 Good Faith

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

7.2 Operation of the Contract

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

8. Settlement of Disputes



8.1 Amicable Settlement

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

8.2 Dispute Settlement

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

8.3. Appointment of the Adjudicator

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



8.4. Procedures for Disputes

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

9. Remedies for Breach of Contract

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

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

10. Conduct of Consultants

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



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

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



**11.Blacklisting
Consultant**

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

- a) if it is proved that the bidder committed acts pursuant to the Information to Consultants GCC 10.2,
- b) if the consultant fails to sign an agreement pursuant to Information to Consultants clause 7.3,
- c) if it is proved later that the consultant has committed substantial defect in implementation of the contract or has not substantially fulfilled his obligations under the contract or the completed work is not of the specified quality as per the contract ,
- d) if convicted by a court of law in a criminal offence which disqualifies the bidder from participating in the contract.

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

C. Special Conditions of Contract



Number Of GCC 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: Aathbiskot Municipality</p> <p style="padding-left: 40px;">Attention: Chief Administration Officer</p> <p style="padding-left: 40px;">Cable address: NA</p> <p style="padding-left: 40px;">Telex:</p> <p style="padding-left: 40px;">Facsimile:</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>(d) in the case of facsimiles, 6 hours following confirmed transmission.</p>
1.8	<p>The Member in Charge is <i>[To be named during contract]</i>.</p>
1.9	<p>The Authorized Representatives are:</p> <p>For the Client: The Project Manager</p> <p>For the Consultants: [to be named during agreement]</p>
2.2	<p>The time period shall be 90 days or such other time period as the parties may agree in writing.</p>
2.3	<p>The time period shall be <i>immediately after the effective date</i> or such other time period as the parties may agree in writing.</p>
2.4	<p>The time period shall be <i>[to be specified during agreement]</i> or such other time period as the parties may agree in writing.</p>
3.4	<p style="text-align: center;">“3.4 Limitation of the Consultants’ Liability towards the Client</p>



- (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.
 - (iii) 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 NA

3.7(c) NA

3.9 NA

6.4(a) Replace the whole clause 6.4 of the GCC by the following:
No advance payments shall be made to the consultants. This service is based on the agreed bill of quantities and payment to the consultants shall be made as follows:

Payment Schedule

The payment schedule will be as per the following:

- i) After submission of inception report = 10% of the total contract amount.
- ii) After submission of the draft report = 50 % of the total contract amount.
- iii) After submission and approval of the final report = 40% of the total contract amount.



- 6.4(b)** The interest rate is: 0%
- 6.4(c)** Directly paid in the name of the consultant.
- 6.5 (d)** No retention money shall be deducted
- 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

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

Seal

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