



भौतिक पूर्वाधार विकास मन्त्रालय

मधेश प्रदेश सरकार
जनकपुरधाम, नेपाल

पत्र संख्या: ०७९/८०

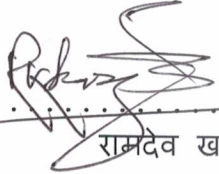
चलानी नं.: १६८

मिति: २०७९/०४/३१

विषय:- Request for Proposal (RFP) मांग गरिएको सम्बन्धमा ।

- श्री NREC-BMCL-AEC JV Khumaltar, Lalitpur Nepal
श्री SITARA-HOMELAND-GEOCOM JV, Chakupat, Patan, Lalitpur
श्री PARAGON-GNDA-PICASSO JV, Bakhundole, Lalitpur
श्री FBC-TAEC-GEC JV, 316 Baburam Acharya Sadak Sinamangal
श्री Sakhuwa Engineering Consultancy pvt.ltd Imadol-6, Lalitpur
श्री Engineer Ko Ghar - Shrestha-Embark Engineering JV, Jadibuti-32, Kathmandu
श्री GOEC-RECON-RAJDEVI JV, New Baneshwor, Kathmandu
श्री SILT-DRMS-QUEST JV, Buddhanagar, Ward no.10, Kathmandu

उपरोक्त सम्बन्धमा यस मन्त्रालय बाट सार्वजनिक खरिद नियमावली, २०६४ को नियम ७० बमोजिम Detailed Engineering Survey, Detailed Design and Drawing, Detail Report Preparation (DPR) of Madheshi Sahid Marg (East boarder of Saptari to West Boarder of Siraha District). Contract Identification No.- MoPID/P2/RRD/CS/EOI/01/2078/79 कार्यको लागि आशयपत्र माग गरि संक्षिप्त सुची तयार गर्न खुला रूपमा मिति २०७८/११/११ गते E-bidding मार्फत EOI जारी गरि प्राप्त भएका आशयपत्रहरूको स्वीकृत मुल्यांकनका आधारहरूमा मुल्यांकन गर्दा माथि उल्लेखित आशयपत्रदाता सँग सार्वजनिक खरिद नियमावली, २०६४ को नियम ७१ को उपनियम (१) बमोजिम कम्तिमा ३० (तिस) दिनको समय दिई प्रस्ताव माग गरिएको व्यहोरा अनुरोध छ ।


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रामदेव खर्गा २०७८/११/३१
सि.डि.ई
महाशाखा प्रमुख

बोधार्थ:

जानकारीको लागि तपशिलका आशयपत्रदातालाई बोधार्थ दिइएको व्यहोरा अनुरोध छ ।

1. BDAnepal-IDRS-ARTISTA, JV
2. BN - PEA JV,
3. North Star-FIDA-GEC JV,

कमला




मधेश प्रदेश सरकार
भौतिक पूर्वाधार विकास मन्त्रालय
जनकपुरधाम, नेपाल

पत्र संख्या:

चलानी नं. :

मिति: २०७९/०४/३१

4. SLATE_e2services_Threshold JV
5. DGL - TSE - KIRU JV,
6. RIDC-GRID-HYDROCON JV,
7. ERMC- D.B. Multi -JV,
8. RAYS_TMS_GTC JV ,
9. MEH-SSMS, JV
10. RADEC-MEC-REC JV,
11. BDA-CERC-CANVAS JV,
12. CEMECA-SLAB-MONARCH JV
13. Aviyaan Consulting (P) Ltd
14. MULTI - AMIT (JV),
15. BEAM-IMPULSE-SEDS, JV
16. Unique Engineering Consultancy Pvt. Ltd.
17. CivilSilt-Crystal-Ashmayu JV
18. SOIL TEST-GLOBAL-NEW PLANET JV,
19. C2TECH-GIDAN-PEES JV,
20. DIGICON-ECOCODE JV,
21. CARD-Planet Test- INNOVATORS JV,
22. CIAS-SWEC-GIEHRA JV,


२०७९/०४/३१



SELECTION OF CONSULTANTS

for

REQUEST FOR PROPOSALS

Selection of Consulting Services for:

**Detailed Engineering Survey, Detailed Design
and Drawing, Report Preparation (DPR)**

of

Madheshi Sahid Marg

(East boarder of Saptari to West Boarder of Siraha District).

Contract Identification No.: MoPID/M/RRD/CS/RFP/R/01/2079/080

Government of Madhesh Province

Ministry of Physical Infrastructure Development

Janakpurdham, Nepal

Package No.: One

Chainage: From 0+000 to 109+970 km

District: Saptari and Siraha

Road Section: East boarder of Saptari to West Boarder of Siraha District

Consultant's Name and address:

August 2022



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PART I

Section 1. Letter of Invitation



Government of Madhesh Province
Ministry of Physical Infrastructure Development
Janakpurdham, Nepal

Name of Project: Madheshi Sahid Marg

Name of Contract: Detailed Engineering Survey, Detailed Design and Drawing, Report Preparation (DPR) of Madheshi Sahid Marg (**East boarder of Saptari to West Boarder of Siraha District**).

Chainage: From 0+000 to 109+970 km

Contract Identification No: MoPID/M/RRD/CS/RFP/R/01/2079/080

RFP Issue date: 2079/05/01

Dear Mr. /Ms.:

1. **Ministry of Physical Infrastructure Development (MoPID), Janakpurdham** has allocated fund toward the cost for the **Detail Engineering Survey, Design and Report Preparation (DPR) of Madheshi Sahid Marg (East boarder of Saptari to West Boarder of Siraha District)**. Road in Package No.-1, (Road Section: Saptari and Siraha district) to eligible payments under this Contract.
2. The Client now invites proposals to provide the following consulting services (hereinafter called "Services"): **Detail Engineering Survey, Design and Report Preparation (DPR) of Madheshi Sahid Marg (East boarder of Saptari to West Boarder of Siraha District)**. More details on the Services are provided in the Terms of Reference (Section 7).
3. This Request for Proposals (RFP) has been addressed to the following shortlisted Consultants:
 1. NREC-BMCL-AEC JV Khumaltar, Lalitpur Nepal
 2. SITARA-HOMELAND-GEOCOM JV, Chakupat, Patan, Lalitpur
 3. PARAGON-GNDA-PICASSO JV, Bakhundole, Lalitpur
 4. FBC-TAEC-GEC JV, 316 Baburam Acharya Sadak Sinamangal
 5. Sakhuwa Engineering Consultancy pvt.ltd Imadol-6, Lalitpur
 6. Engineer Ko Ghar - Shrestha-Embark Engineering JV, Jadibuti-32, Kathmandu
 7. GOEC-RECON-RAJDEVI JV, New Baneshwor, Kathmandu
 8. SILT-DRMS-QUEST JV, Buddhanagar, Ward no.10, Kathmandu



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4. It is not permissible to transfer this invitation to any other firm, such as Consultant's parent companies, subsidiaries and affiliates. The Client will reject a Proposal if the Consultant drops a JV partner without the Client's prior consent, which is given only in exceptional circumstances, such as blacklisting of the JV partner or occurrence of Force Majeure.
 5. A consultant will be selected under **Quality and Cost Based Selection (QCBS)** method and procedures described in this RFP.
 6. The RFP includes the following documents:
 - Section 1 - Letter of Invitation
 - Section 2 - Instructions to Consultants and Data Sheet
 - Section 3 - Technical Proposal - Standard Forms
 - Section 4 - Financial Proposal - Standard Forms
 - Section 5 – Eligible Countries
 - Section 6 – GoN/DP's Policy – Corrupt and Fraudulent Practices
 - Section 7 - Terms of Reference
 - Section 8 - Standard Forms of Contract
 7. Please inform us in writing at **Ministry of Physical Infrastructure Development (MoPID)** , Janakpurdham or by E-mail : mopid@p2.gov.np upon receipt
 - (a) that you received the letter of invitation; and
 - (b) Whether you will submit a proposal alone or in association with other firm(s) (if permissible under Section 2, Instructions to Consultants (ITC), Data Sheet 14.1.1).
 8. Details on the proposal's submission date, time and address are provided in Clauses 17.8 of the ITC.
 9. Consultants who have selected in more than one packages, must submit separate proposals in each package.

Yours sincerely,

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Mr. Ram Deo Kharga

Senior Divisional Engineer

Section 2. Instructions to Consultants and Data Sheet

A. General Provisions

<p>1. Definitions</p>	<p>(a). “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.</p> <p>(b). “Applicable Guidelines” means the policies of the Development Partner (DP) governing the selection and Contract award process, in case of DP funded project. “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.</p> <p>(c). “Borrower [or Recipient or Beneficiary]” means the Government, Government agency or other entity that signs the financing [or loan/credit/grant/project] agreement with the Development Partner.</p> <p>(d). “Client” means the [<i>procuring entity/</i>implementing/ executing agency] that signs the Contract for the Services with the selected Consultant.</p> <p>(e). “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.</p> <p>(f). “Contract” means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).</p> <p>(g). “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific assignment conditions to supplement, but not to over-write, the provisions of the ITC.</p> <p>(h). “Day” means a calendar day.</p> <p>(i). ” Development Partner (DP)” means the country/institution funding the project as specified in the Data Sheet.</p> <p>(j). “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).</p> <p>(k). “Government” means the government of the Nepal.</p> <p>(l). “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.</p> <p>(m). “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s proposal.</p> <p>(n). “ITC” (this Section 2 of the RFP) means the Instructions to Consultants that provides the shortlisted Consultants with all information needed to prepare their Proposals.</p> <p>(o). “LOI” (Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants.</p> <p>(p). “Non-Key Expert(s)” means an individual professional provided by the</p>
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	<p>Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.</p> <p>(q). “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.</p> <p>(r). “RFP” means the Request for Proposals prepared by the Client for the selection of Consultants, based on the SRFP.</p> <p>(s). “SRFP” means the Standard Request for Proposals issued by PPMO, which must be used by the Public Entity as the basis for the preparation of the RFP.</p> <p>(t). “Services” means the work to be performed by the Consultant pursuant to the Contract.</p> <p>(u). “Sub-consultant” means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.</p> <p>(v). “TORs” (this Section 7 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.</p>
<p>2. Introduction</p>	<p>2.1 The Client named in the Data Sheet intends to select a Consultant from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.</p> <p>2.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.</p> <p>2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the Data Sheet. Attending any such pre-proposal conference is optional and is at the Consultants’ expense.</p> <p>2.4 The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant’s Proposal as specified in the Data Sheet.</p>
<p>3. Conflict of Interest</p>	<p>3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client’s interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.</p> <p>The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or blacklisting by the Public Procurement Monitoring Office/DP.</p> <p>Without limitation on the generality of the foregoing, and unless stated otherwise in the Data Sheet, the Consultant shall not be hired under the circumstances set forth below:</p>
<p>a. Conflicting activities</p>	<p>(i) <u>Conflict between consulting activities and procurement of goods, works or non-consulting services:</u> a firm that has been engaged by the Client to</p>

	<p>provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.</p>
<p>b. Conflicting assignments</p>	<p>(ii) <u>Conflict among consulting assignments</u>: a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.</p>
<p>c. Conflicting relationships</p>	<p>(iii) <u>Relationship with the Client’s staff</u>: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Client or are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract.</p>
<p>4. Unfair Competitive Advantage</p>	<p>4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the Data Sheet and make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.</p>
<p>5. Corrupt and Fraudulent Practices</p>	<p>5.1 The GoN/DP require compliance with its policy in regard to corrupt and fraudulent/prohibited practices as set forth in Section 6.</p> <p>5.2 In further pursuance of this policy, Consultant shall permit and shall cause its sub-consultants and sub-contractors to permit GoN/DP or its representatives to inspect the accounts, records and other documents relating to the submission of the Proposal and execution of the contract, in case of award, and to have the accounts and records audited by auditors appointed by the GoN/DP.</p> <p>5.3 Consultants shall be aware of the provisions on fraud and corruption stated in Clause GCC 10.1.</p>
<p>6. Eligibility</p>	<p>6.1 The GoN/DP permits consultants (individuals and firms, including Joint Ventures and their individual members) from the eligible countries as stated in Section 5 to offer consulting services for GoN/DP-financed projects.</p> <p>6.2 Furthermore, it is the Consultant’s responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the GoN/DP. Maximum number of partners in JV shall be Specified in Data sheet.</p>

	6.3 As an exception to the foregoing Clauses 6.1 and 6.2 above:
a. Sanctions	<p>6.3.1 A firm or an individual sanctioned by the GoN/DP in accordance with the above Clause 5.1 shall be ineligible to be awarded a GoN/DP-financed contract, or to benefit from a GoN/DP-financed contract, financially or otherwise, during such period of time as the GoN/DP shall determine. The list of debarred firms and individuals is available at the electronic address specified in the Data Sheet.</p> <p>6.3.2 In case of a natural person or firm/institution/company which is already declared blacklisted and ineligible by the GoN, any other new or existing firm/institution/company owned partially or fully by such Natural person or Owner or Board of director of blacklisted firm/institution/company; shall not be eligible consultant.</p>
b. Prohibitions	<p>6.3.2 Firms and individuals shall have the nationality of an eligible countries as indicated in Section 5 (Eligible Countries) and:</p> <p>(a) as a matter of law or official regulations, Nepal prohibits commercial relations with that country; or</p> <p>(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.</p>
c. Restrictions for public employees	6.3.3 Government officials and civil servants may only be hired under consulting contracts, either as individuals or as members of a team of a consulting firm, if permitted under GoN/DP policy, and their employment would not create a conflict of interest).
B. Preparation of Proposals	
7. General Considerations	7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.
8. Cost of Preparation of Proposal	8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.
9. Language	9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in the English language.
10. Documents Comprising the Proposal	<p>10.1 The Proposal shall comprise the documents and forms listed in the Data Sheet.</p> <p>10.2 The Consultant shall furnish information on commissions, gratuities and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).</p>

11. Only One Proposal	<p>11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the Data Sheet.</p>
12. Proposal Validity	<p>12.1 The Data Sheet indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.</p> <p>12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.</p> <p>12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to blacklisting in accordance with Clause 5 of this ITC.</p>
a. Extension of Validity Period	<p>12.4 The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.</p> <p>12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts. The Consultant shall not include any additional conditions against the provisions specified in RFP, while extending the validity of its Proposal.</p> <p>12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.</p>
b. Substitution of Key Experts at Validity Extension	<p>12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.</p> <p>12.8 If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected.</p>
c. Sub-Contracting	<p>12.9 The Consultant shall not subcontract the whole of the Services unless otherwise indicated in the Data Sheet.</p>
13. Clarification and Amendment of RFP	<p>13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the Data Sheet before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to</p>

	<p>the Client’s address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:</p> <p>13.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them. The shortlisted Consultants shall acknowledge receipt of all amendments in writing.</p> <p>13.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.</p> <p>13.1.3 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.</p>
<p>14. Preparation of Proposals – Specific Considerations</p>	<p>14.1 While preparing the Proposal, the Consultant must give particular attention to the following:</p> <p>14.1.1 If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if permitted in the Data Sheet. In all such cases a shortlisted Consultant must obtain the written approval of the Client prior to the submission of the Proposal. When associating with non-shortlisted firms in the form of a joint venture or a sub-consultancy, the shortlisted Consultant shall be a lead member.</p> <p>14.1.2 The Client may indicate in the Data Sheet the estimated Key Experts’ time input (expressed in person-month) or the Client’s estimated total cost of the assignment. This estimate is indicative and the Proposal shall be based on the Consultant’s own estimates for the same.</p> <p>14.1.3 If stated in the Data Sheet, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the Data Sheet) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the Data Sheet.</p> <p>14.1.4 For assignments under the Fixed-Budget selection method, the estimated Key Experts’ time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.</p>
<p>15. Technical Proposal Format and</p>	<p>15.1 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-</p>

<p>Content</p>	<p>responsive.</p> <p>15.2 Only one curriculum vitae (CV) may be submitted for each key expert. If a technical proposal nominates more than one expert for a position, the Client will evaluate all CVs and apply the lowest score for the position.</p>
<p>16. Financial Proposal</p>	<p>16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) other expenses, (c) provisional sums when applicable indicated in the Data Sheet.</p>
<p>a. Price Adjustment</p>	<p>16.2 For assignments with a duration exceeding 12 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the Data Sheet.</p>
<p>b. Taxes</p>	<p>16.3 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract. Information on taxes in the Client's country is provided in the Data Sheet.</p>
<p>c. Currency of Proposal</p>	<p>16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the Data Sheet. If indicated in the Data Sheet, the portion of the price representing local cost shall be stated in the Nepalese Rupees.</p>
<p>d. Currency of Payment</p>	<p>16.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.</p>
<p>C. Submission, Opening and Evaluation</p>	
<p>17. Submission, Sealing, and Marking of Proposals</p>	<p>17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission can be done by mail or by hand. If specified in the Data Sheet, the Consultant has the option of submitting its Proposals electronically.</p> <p>17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposals and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.</p> <p>17.3 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.</p> <p>17.4 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.</p> <p>17.5 The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the Data Sheet. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.</p> <p>17.6 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked "TECHNICAL PROPOSAL", "[Name of the Assignment]", reference number, name and address of the Consultant, and with a warning "DO NOT OPEN UNTIL [INSERT THE DATE</p>

	<p>AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE].”</p> <p>17.7 Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked “FINANCIAL PROPOSAL” followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning “DO NOT OPEN WITH THE TECHNICAL PROPOSAL.”</p> <p>17.8 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant’s name and the address, and shall be clearly marked “DO NOT OPEN BEFORE [insert the time and date of the submission deadline indicated in the Data Sheet]”.</p> <p>17.9 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal. For QCBS, FBS and LCS, if the Technical and Financial Proposals are not submitted in separate sealed envelopes as required, the Client shall reject the Proposal.</p> <p>17.10 The Proposal or its modifications must be sent to the address indicated in the Data Sheet and received by the Client no later than the deadline indicated in the Data Sheet, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.</p>
<p>18. Confidentiality</p>	<p>18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the letter of intent to accept the proposal has been issued to the selected Consultant.</p> <p>18.2 Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to the application of prevailing PPMO’s blacklisting procedures.</p> <p>18.3 Notwithstanding the above provisions, from the time of the Proposals’ opening to the time of issuance of notification for opening of financial proposal or the Letter of Intent, if a Consultant wishes to contact the Client on any matter related to the selection process, it should do so only in writing.</p>
<p>19. Opening of Technical Proposals</p>	<p>19.1 The Client’s evaluation committee shall conduct the opening of the Technical Proposals in the presence of the shortlisted Consultants’ authorized representatives who choose to attend. The opening date, time and the address are stated in the Data Sheet. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored until they are opened in accordance with Clause 23 of the ITC.</p> <p>19.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries</p>

	<p>of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the Data Sheet.</p>
<p>20. Proposals Evaluation</p>	<p>20.1 Subject to provision of Clause 15.1 of the ITC, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the DP issues its “no objection”, if applicable.</p> <p>20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 12.7 of this ITC. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.</p>
<p>21. Evaluation of Technical Proposals</p>	<p>21.1 The Client’s evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score. The evaluation committee shall compute the score obtained by each proposal by taking the average of the scores given by each member of the evaluation committee to the proposal. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the Data Sheet.</p> <p>21.2 Proposed experts, involved in the firms’ work in hand will not be considered for evaluation to the extent of this involvement in the ongoing assignment.</p> <p>21.3 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such firm’s or JV proposal shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.</p>
<p>22. Financial Proposals for QBS</p>	<p>22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract.</p> <p>22.2 If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the technically top-ranked Consultant is opened by the Client’s evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.</p> <p>22.3 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such firm’s or JV proposal shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.</p>
<p>23. Public Opening of Financial Proposals</p>	<p>23.1 After the technical evaluation is completed <i>and the DP has issued its no objection (if applicable)</i>, the Client shall notify those Consultants whose</p>

<p>(for QCBS, FBS, and LCS methods)</p>	<p>Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the Consultant’s overall technical score) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing. The Client shall simultaneously notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should be at least 7 days for national shortlisting and 15 days for international shortlisting for attending the opening. The Consultant’s attendance at the opening of the Financial Proposals is optional and is at the Consultant’s choice.</p> <p>23.2 The Financial Proposals shall be opened by the Client’s evaluation committee in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened.</p> <p>These Financial Proposals shall be then opened, and the following information will be recorded:</p> <ul style="list-style-type: none"> (a) Name and address , (b) Proposed service charge, (c) Discount offered, if any; (d) Description of the discrepancies, if any, between figure and words, (e) Whether the financial proposal is signed or not by authorized representative of consultant, (f) If any matter or content of the financial proposal is effaced whether such efface is signed by the consultant or his/her representative or not and the details of the amount and the content effaced, (g) Other necessary matters considered appropriate by the Public Entity <p>23.3 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such firm’s or JV proposal shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.</p>
<p>24. Correction of Errors</p>	<p>24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.</p>
<p>a. Time-Based Contracts</p>	<p>24.1.1 If a Time-Based contract form is included in the RFP, the Client’s evaluation committee will (a) correct any computational or arithmetical errors, (b) adjust the discount offered, if any, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities</p>

	of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.
b. Lump-Sum Contracts	24.2 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per Clause ITC 25 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.
25. Taxes	25.1 Except as set out in Sub-clause 25.2, all taxes are deemed included in the Consultant's Financial proposal, and, therefore, included in the evaluation. 25.2 Except for VAT, all taxes levied and imposed on the contract invoices and any tax liabilities arising from the Contract under the laws of Nepal are deemed included in the Consultant's Financial Proposal and, hence, included in the evaluation. Information on the Consultant's tax obligations in Nepal can be found as indicated in Clause 16.3 of the Data Sheet.
26. Conversion to Single Currency	26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet .
27. Combined Quality and Cost Evaluation	
a. Quality- and Cost-Based Selection (QCBS)	27.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Data Sheet . The Consultant achieving the highest combined technical and financial score will be invited for negotiations.
b. Fixed-Budget Selection (FBS)	27.2 In the case of FBS, those Proposals that exceed the budget indicated in Clause 14.1.4 of the Data Sheet shall be rejected. 27.3 The Client will select the Consultant that submitted the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract.
c. Least-Cost Selection (LCS)	27.4 In the case of Least-Cost Selection (LCS), the Client will select the Consultant with the lowest evaluated total price among those consultants that achieved the minimum technical score, and invite such Consultant to negotiate the Contract.
D. Negotiations and Award	
28. Negotiations	28.1 The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant. 28.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative. 28.3 The date, time and address for the negotiations will be advised in writing by the client. The notification period shall be at least 15 days for international selection and 7 days for national selection.

<p>a. Availability of Key Experts</p>	<p>28.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12 of the ITC. Failure to confirm the Key Experts’ availability may result in the rejection of the Consultant’s Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.</p> <p>28.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.</p>
<p>b. Technical negotiations</p>	<p>28.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client’s inputs, the special conditions of the Contract, and finalizing the “Description of Services” part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.</p>
<p>c. Financial negotiations</p>	<p>28.6 In the case of a Time-Based contract, where cost is a factor in the evaluation, unit rates negotiations for remuneration shall not take place. However, there may be negotiation on reimbursable expenses.</p> <p>28.7 If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.</p> <p>28.8 The format for (i) providing information on remuneration rates in the case of Quality Based Selection is provided in Appendix A to the Financial Form FIN-3:Financial Negotiations – Breakdown of Remuneration Rates.</p>
<p>29. Conclusion of Negotiations</p>	<p>29.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Consultant’s authorized representative.</p> <p>29.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. The Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.</p>
<p>30. Award of Contract</p>	<p>30.1 Pursuant to Clause 29.1 of this ITC, the consultant, with whom agreement is reached following negotiation, shall be selected for approval of his proposal and the Client shall notify its’ intention to accept the proposal to the selected consultant and other short-listed consultants within 7 days of selection of the winning proposal.</p> <p>30.2 If the review application is not received by the Client pursuant to Clause 31.2 of this ITC then the proposal of the Consultant, selected as per Clause 30.1 of this ITC shall be accepted and the successful consultant shall be</p>

	<p>notified to come for signing the Agreement within 15 days.</p> <p>30.3 If the Consultant fails to sign an agreement pursuant to Clause 30.2 of this ITC then the Client will invite the consultant whose proposal received the next highest score to negotiate a contract.</p> <p>30.4 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.</p> <p>30.5 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such firm's or JV proposal shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.</p>
<p>31. Request for Information/ Complaints</p>	<p>31.1 A consultant, who has been informed that its technical proposal has been considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score, may request the Client to provide the technical score obtained by him and the reason for not being able to qualify. The Client shall provide the information within 5 days of receiving such request. 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 within 5 days, then the applicant can file a complaint to the Review Committee within 7 days. The Applicant filing application for review shall have to furnish a cash amount or bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law equivalent to the amount specified in the Data Sheet with the validity period of at least ninety days from the date of filing of application.</p> <p style="text-align: center;">In case of letter of intent after evaluation of financial proposal 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 within 5 days, then the applicant can file a complaint to the Review Committee within 7 days. The Applicant filing application for review shall have to furnish a cash amount or bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law equivalent to the 1% of Financial Proposal with the validity period of at least ninety days from the date of filing of application.</p> <p>31.2 Any consultant, who has submitted a proposal and is not satisfied with the procurement process or Client's decision provided as per Clause 30.1 of this ITC 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 its intention to accept the winning proposal pursuant to Clause 30.1 of this ITC.</p> <p>31.3 If a review application is received by the Client pursuant to Clause 31.2 of this ITC then the Client will clarify and respond within 5 days of receiving</p>

	<p>such application.</p> <p>31.4 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 within 5 days, then the applicant can file a complaint to the Review Committee within 7 days.</p> <p>31.5 If a complaint has been lodged to the client, the client shall put on hold the awarding process for 7 days period provided to lodge a complaint to the review committee.</p>
<p>32. Conduct of Consultants</p>	<p>32.1 The Consultant shall be responsible to fulfil his obligations as per the requirement of the Contract Agreement, RFP documents and Public Procurement Act and Regulations.</p> <p>32.2 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:</p> <ul style="list-style-type: none"> 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 e. participation of other prospective bidders. f. coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceedings, g. 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. h. 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
<p>33. Blacklisting</p>	<p>33.1 Without prejudice to any other rights of the client 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:</p> <ul style="list-style-type: none"> a) if it is proved that the consultant committed acts pursuant to the Clause 32.2 of the ITC, b) if the consultant fails to sign an agreement pursuant to Clause 30.2 of the ITC, 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 assignment 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 firm 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) if the consultant fails to submit the professional liability insurance

	<p>within the period stipulated in the contract.</p> <p>33.2 A Consultant declared blacklisted and ineligible by the GoN, Public Procurement Monitoring Office (PPMO) and/or DP Development Partner in case of DP funded project, shall be ineligible to participate or to be awarded a contract during the period of time determined by the GoN, PPMO and/or the DP Development Partner.</p> <p>The list of debarred firms is available at the electronic address specified in the Data Sheet.</p>
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E. Data Sheet

A. General	
ITC Clause Reference	
1(i)	Development Partner (DP) is: NA
1(k) (definition s)	<p>International experts mean experts who are citizens of an eligible country.</p> <p>National experts mean experts who are citizens of Nepal.</p> <p>Nationals who possess the appropriate international experience may be considered for assignments that require international expertise.</p> <p>The international experience that is required for a particular assignment will be defined and described in the pertinent TOR.</p>
2.1	<p>Name of the Client: Ministry of Physical Infrastructure Development (MoPID), Janakpurdham, Madhesh Province</p> <p>Method of selection: QCBS (<i>Quality and Cost Based selection</i>)</p>
2.2	<p>Financial Proposal to be submitted together with Technical Proposal: Yes</p> <p>The name, objectives, and description of the assignment are: As mentioned in attached letter of invitation</p> <p>Name: <i>Detail Engineering Survey, Design and Report Preparation (DPR) of Madheshi Sahid Marg (East boarder of Saptari to West Boarder of Siraha District).</i></p>
2.3	A pre-proposal conference will be held: No
2.4	<p>The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: Please refer to Section 7, TOR</p>
4.1	[If “Unfair Competitive Advantage” applies to the selection, explain how it is mitigated, including listing the reports, information, documents, etc. and indicating the sources where these can be downloaded or obtained by the shortlisted Consultants]

6.2	Maximum number of partners in JV shall be: 3 (three) .
6.3.1	A list of debarred firms and individuals is available at the following website : www.ppmo.gov.np
B. Preparation of Proposals	
10.1	<p>The Proposal shall comprise the following:</p> <p>1st Inner Envelope with the Technical Proposal:</p> <ol style="list-style-type: none"> (1) Power of Attorney to sign the Proposal (2) Proof of Legal Status and Eligibility (3) TECH-1 (4) TECH-2 (5) TECH-3 (6) TECH-4 (7) TECH-5 (8) TECH-6 (9) TECH-7 <p>AND</p> <p>2nd Inner Envelope with the Financial Proposal (if applicable):</p> <ol style="list-style-type: none"> (1) FIN-1 (2) FIN-2 (3) FIN-3 (4) FIN-4 <p>Proof of legal status establish Consultant's legal capacity to enter into binding and enforceable contracts and may be supported by:</p> <ul style="list-style-type: none"> • Certificate of incorporation.
11.1	Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is not permissible:
12.1	Proposals must remain valid for: <i>90 days</i> calendar days after the proposal submission deadline.
12.9	Sub-contracting is allowed for the proposed assignment No
13.1	<p>Clarifications may be requested no later than <u>7</u> days prior to the submission deadline.</p> <p>The contact information for requesting clarifications is: <i>Ministry of Physical</i></p>

	Infrastructure Development (MoPID), Janakpurdham E-mail: mopid@p2.gov.np
14.1.1	Shortlisted Consultants may associate with (a) non-shortlisted consultant(s): Yes , Or (b) other shortlisted Consultants: No
14.1.2	Estimated total cost for the assignment: 7388590.15 (Including VAT)
16.2	A price adjustment provision applies to remuneration rates: No
16.3	“Information on the Consultant’s tax obligations in Nepal can be found at the Inland Revenue Department website: www.ird.gov.np .”
16.4	The Financial Proposal shall be stated in the following currencies: Consultant may express the price for their Services in any fully convertible currency, singly or in combination of up to three foreign currencies. The Financial Proposal should state local costs in Nepalese Rupees
C. Submission, Opening and Evaluation	
17.1	The Consultants shall not have the option of submitting their Proposals electronically.
17.5	The Consultant must submit: (a) Technical Proposal: one (1) original and (1) copies; (b) Financial Proposal: one (1) original.
17.8	The Proposals must be received at the address below no later than: 30th day from the date of issuance of letter within office time. The Proposal submission address is: <u>Province Government, Ministry of Physical Infrastructure Development, Madhesh Province, Janakpurdham, Nepal</u>
19.1	An online option of the opening of the Technical Proposals is offered: No The opening shall take place at: Proposal submission address At 12:00 AM on the 31th day from the Date of issuance of letter. In case of public holiday next working day shall be accounted.
19.2	In addition, the following information will be read aloud at the opening of the Technical Proposals : Confirmation that invitation to submit proposal was not transferred to another party. Confirmation that invitation to submit proposal was not transferred to another party.

21.1

The evaluation criteria, sub-criteria, and point system for the evaluation are:

- (i) Specific experience of the consultants (as a firm) related to the assignment: 20 Points
- (ii) Adequacy of the proposed work plan and methodology in responding to the Terms of Reference: 30 Points
- (iii) Qualifications and Experience of the key staff for the Assignment: 40 Points

The number of points to be given to each of the above position of key staff shall be determined considering the following three sub-criteria and relevant percentage weights:

- (i) General Qualifications 30%
- (ii) Experience 60%
- (iii) Experience in similar terrain 10%

Total weight: 100%

- (iv) Suitability of the transfer of knowledge program or training: 10 Points

Total Points: 100 Points

The minimum technical score (St) required to pass is 60 Points

Details of Marks Distribution:

Technical Evaluation For

Detail Engineering Survey, Design and Report Preparation (DPR) of Road

Name of Project: _____ Contract Identification No.: _____

SN	Description	Full Marks			Remarks
		Total	Division	Sub Division	
A	Specific experience of the consultants (as a firm) related to the assignment	20			
A.1	Experience of Project for Detail Engineering Survey, Design and Detailed Report Preparation (DPR) with length more than or equal to 30 Km (2 marks for each job)		20		
B	Adequacy of the proposed work plan and methodology in responding to the Terms of Reference	30			
B.1	Understanding the ToR		5		
B.1.1	Comment or Suggestion on TOR and Services			1	

	Not Significant				
	General comment or Suggestion				
	Slightly Specific Comment or Suggestion				
	Significantly Specific Comments or Suggestion				
B.1.2	Description and Review any relevant documents like Design Standards			2	
	Not Significant				
	General comment or Suggestion				
	Slightly Specific Comment or Suggestion				
	Significantly Specific Comments or Suggestion				
B.1.3	If any of the key personnel has visited and described the site and has attached supporting photographs with a site visit letter from Government agencies as concerned division road offices/Municipalities			2	
	Not Significant				
	General comment or Suggestion				
	Slightly Specific Comment or Suggestion				
	Significantly Specific Comments or Suggestion				
B.2	General Methodology		15		
B.2.1	Methodology to perform Socio economic and traffic study , Review of feasibility study of new road section			5	
	Not Significant				
	General Methodology				
	Clear Methodology without Flow Chart				
	Clear Methodology with Flow Chart				

	B.2.2	Methodology to perform detailed engineering survey, hydrology, soil investigation, pavement design, Environmental Study etc				
		Not Significant			5	
		General Methodology				
		Clear Methodology without Flow Chart				
		Clear Methodology with Flow Chart				
	B.2.3	Methodology of DPR preparation				
		Not Significant			5	
		General Methodology				
		Clear Methodology without Flow Chart				
		Clear Methodology with Flow Chart				
	B.3	Work Plan		10		
	B.3.1	Work Schedule with description				
		Not Significant			5	
		Fairly Justified the proposed methodology				
		Moderately Justified the proposed methodology				
		Relevant to proposed methodology				
	B.3.2	Manning Schedule as per work Schedule				
		Not Significant			5	
		Fairly Justified the proposed methodology				
		Moderately Justified the proposed methodology				
		Relevant to proposed methodology				
	C	Qualifications and competence of the key staff for the Assignment	40			
	C.1	Team Leader (Highway/Transportation Engineer) 1 Nos.		10		

C.1.1	Experience > 15 years			10	
C.1.2	Experience 10-15 years			7	
C.1.3	Experience 5-10 years			5	
C.2	Environmentalist/Forestry Specialist/Ecologist 1 Nos.		7		
C.2.1	Experience > 15 years			7	
C.2.2	Experience 10-15 years			5	
C.2.3	Experience 5-10 years			3	
C.3	Geologist/Eng. Geologist/Geo-Technical Engineer 1 Nos.		7		
C.3.1	Experience > 15 years			7	
C.3.2	Experience 10-15 years			5	
C.3.3	Experience 5-10 years			3	
C.4	Structural Engineer 1 Nos.		5		
C.4.1	Experience > 15 years			5	
C.4.2	Experience 10-15 years			4	
C.4.3	Experience 5-10 years			3	
C.5	Hydrologist 1 Nos.		5		
C.5.1	Experience > 15 years			5	
C.5.2	Experience 10-15 years			4	
C.5.3	Experience 5-10 years			3	
C.6	Socio-Economist 1 Nos.		3		
C.6.1	Experience > 15 years			3	
C.5.	Experience 10-15 years			2	

2					
C.6. 3	Experience 5-10 years			1	
C.7	Legal Expert 1 Nos.		3		
C.7. 1	Experience > 15 years			3	
C.7. 2	Experience 10-15 years			2	
C.7. 3	Experience 5-10 years			1	
D	Suitability of the transfer of knowledge program or training	10			
D.1	Using DGPS and Design with Software & Knowledge Transfer Plan		10		
D.2	Using DGPS and Design without Software & Knowledge Transfer Plan		8		
D.3	Using Total Station and Design with Software & knowledge Transfer Plan		6		
D.4	Using Total Station and Design without Software & knowledge Transfer Plan		2		
	Total	100			

Notes on Experience of the Firm:

1. The firm shall have to submit notary public attested experience certificates. No marks shall be given for the experience of the firm if the certificate of completion is not attached. If the firm has completed more than one job in a single package, each job shall be considered.

2. The services for Government of Nepal (GoN) organizations (fully or partially owned) shall only be considered as firm's experiences during evaluation of RFP. The specific experience by the firm as JV partners shall be considered and evaluated as firm's experience and any specific experiences by the firm as "in association with" shall not be considered during evaluation.

3. Any subletted service for Government of Nepal (GoN) organizations (fully or partially owned) by a firm from another private firm shall not be evaluated as firm experience for the RFP.

4. Any service experience older than 7 years (counted from the last date of submission of RFP) shall not be evaluated as firm/JV experience for the RFP.

- 5. Each experience certificate shall clearly indicate the description of service, service amount (including / excluding VAT), date of commencement and date of completion of service.
- 6. Provide highlight on specific services provided by the consultant as required by the RFP assignment.

Notes on Professional Key Personnel:

- 1. The proposed key personnel shall declare himself / herself that he / she is not involved full time in any civil engineering projects such as “Feasibility Study” or “Engineering / Construction Survey” or “Design” or “Construction Supervision” or “Preparation of DPR”. In case of part time involvement of proposed key personnel, he / she shall provide adequate clarification and declaration regarding his / her part time involvement in any other abovementioned projects does not affect the scheduling and execution of this consulting service if this consulting service is awarded to the firm hiring that proposed key personnel. Any marks allocated to the proposed key personnel shall not be awarded if he/she does not submit declaration (with clarification if needed) regarding abovementioned content through separate letter with signature of the proposed key personnel. Furthermore, in case of any written complaints registered by any other consulting firm/JV, regarding the submission of fraudulent declaration, with supporting documents and proofs, the proposed key personnel shall not be considered in the evaluation process.
- 2. The year of experience of professional key expert, after bachelor degree, shall be counted from the date of registration at Nepal Engineering Council (NEC). In case of non-engineering professional key expert, that shall be counted from the passed date as mentioned in educational qualification certificate(transcript).
- 3. CV of each professional key personnel shall be submitted with signature of professional key personnel and authorized representative of the firm/JV.
- 4. Proposed professional key personnel shall not be repeated by the same firm/JV and/or another firm/JV. In case of repetition of professional key personnel MoPID shall ask, via letter/email, the person for his / her physical presence within three days to declare him/herself to the firm/JV whom he/she shall want to be associated.
- 5. CV of personnel shall clearly mention his/her e-mail address and mobile number.
- 6. The firm/JV shall have to submit the NEC registration certificate for engineer professionals.
- 7. The firm/JV shall have to submit any certificate as evidence of proposed key personnel’s education (degree) as required above with his / her notarized academic certificate.
- 8. Minimum road length with the specific job shall be greater than or equal to 30 Km for Team Leader (DPR) and greater than or equal to 5 Km for other personnel.
- 9. The work experience for all key personnel shall be mentioned in following format:

Name of Project	Road Length	Name of Client	Start Date- Completion Date	Name of Firm involved in as (Single/JV)
-----------------	-------------	----------------	--------------------------------	---

	<table border="1"> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Scope of Project</td> <td colspan="4"></td> </tr> <tr> <td>Professional involved as (Position held)</td> <td colspan="4"></td> </tr> <tr> <td>Description of Duties</td> <td colspan="4"></td> </tr> </table>						Scope of Project					Professional involved as (Position held)					Description of Duties				
Scope of Project																					
Professional involved as (Position held)																					
Description of Duties																					
23.1	An online option of the opening of the Financial Proposals is offered: No.																				
23.1 and 23.2	The Client will read aloud only overall technical scores.																				
26.1	The single currency for the conversion of all prices expressed in various currencies into a single one is : NA																				
27.1 [a. QCBS only]	<p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> <p>Sf = 100 x Fm/ F, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” is the price of the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are: T = 0.80 and P = 0.20</p> <p>Proposals are 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) as following: $S = St \times T\% + Sf \times P\%$.</p>																				
	D. Negotiations and Award																				
28.1	Expected date and address for contract negotiations: <i>Ministry of Physical Infrastructure Development (MoPID), Janakpur, Nepal</i>																				
30.4	Expected date for the commencement of the Services: approximately after 3.5 months from the opening of Technical Proposals at the district mentioned in																				

	name of the project.
31.1	The Applicant shall furnish a cash amount or a bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law with an amount of NRs 36,000.00
33.2	A list of blacklisted firms is available at the PPMO's website http://www.ppmo.gov.np

Section 3. Technical Proposal – Standard Forms

FORM TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposals dated [Insert Date] and our Proposal. [Select appropriate wording depending on the selection method stated in the RFP: “We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope” or, if only a Technical Proposal is invited “We hereby are submitting our Proposal, which includes this Technical Proposal only in a sealed envelope.”].

{If the Consultant is a joint venture, insert the following: We are submitting our Proposal in a joint venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}. We have attached a copy {insert: “of our letter of intent to form a joint venture” or, if a JV is already formed, “of the JV agreement”} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

OR

If the Consultant’s Proposal includes Sub-consultants, insert the following: We are submitting our Proposal with the following firms as Sub-consultants: {Insert a list with full name and country of each Sub-consultant.}

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be blacklisted by the PPMO.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.1.
- (c) We have no conflict of interest in accordance with ITC 3 and we have not been punished for an offense relating to the concerned profession or business.
- (d) We meet the eligibility requirements as stated in ITC 6.
- (e) Neither we, nor our JV/associate partners/ sub-consultants or any of the proposed experts prepared the TOR for this consulting assignment.

-
- (f) Except as stated in the Data Sheet, Clause 12.1, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause 12 and ITC Clause 28.4 may lead to the termination of Contract negotiations.
- (g) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.
- (h) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 30.4 of the Data Sheet.

We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

Name of Consultant (company's name or JV's name): _____

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}

FORM TECH-2

CONSULTANT'S ORGANIZATION AND EXPERIENCE

Form TECH-2: a brief description of the Consultant's organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant's Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant's role/involvement.

A - Consultant's Organization

1. Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment.

B - Consultant's Experience

1. List only previous similar assignments successfully completed in the **last 7 (Seven) years**.

2. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture partners. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.

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 Proposal National level :NRs International Level: (in Current US\$):
Name of Associated Consultants, If Any:		No. of Months of Professional Staff Provided by Associated Consultants:
Name of Senior Staff and Designation (Project Director/Coordinator, Team Leader etc.) Involved and Functions Performed:		
Narrative Description of Project :(Actual assignment, nature of activities performed and location)		
Description of Actual Services Provided by Your Staff:		

Consultant's Name: _____

FORM TECH-3

COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART STAFF, AND FACILITIES TO BE PROVIDED BY THE CLIENT

Form TECH-3:

A - On the Terms of Reference

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

B - On Counterpart Staff and Facilities

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

FORM TECH-4

DESCRIPTION OF THE METHODOLOGY AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE

Form TECH-4: a description of the methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal:

- a) Technical Approach and Methodology
- b) Work Plan
- c) Organization and Staffing}

- a) **Technical Approach and Methodology.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.}
- b) **Work Plan.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents(including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}
- c) **Organization and Staffing.** {Please describe the structure and composition of your team, including the list of the Key Experts and relevant technical and administrative support staff.}

FORM TECH-5

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

N°	Deliverables ¹ (D-..)	Months											
		1	2	3	4	5	6	7	8	9	n	TOTAL
D-1	{e.g., Deliverable #1: Report A												
	1) data collection												
	2) drafting												
	3) inception report												
	4) incorporating comments												
	5).....												
	6) delivery of final report to Client}												
D-2	{e.g., Deliverable #2:.....}												
n													

- 1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client’s approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in a form of a bar chart.
3. Include a legend, if necessary, to help read the chart.



FORM TECH-6
TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

N ^o	Name, Nationality and DOB	Expert's input (in person/month) per each Deliverable (listed in TECH-5)										Total time-input (in Months)			
		Position		D-1		D-2		D-3	D-...			Home	Field	Total
KEY EXPERTS															
International															
K-1	{e.g., Mr. Abbbb, PAK, 15.06.1954}	[Team Leader]	[Home]	[2 month]	[1.0]	[1.0]									
			[Field]	[0.5 m]	[2.5]	[0]									
K-2	e.g., Mr. Xxyyy, USA, 20.04.1969}														
K-3															
National															
n															
											Subtotal				
NON-KEY EXPERTS															
N-1			[Home]												
			[Field]												
N-2															
n															
											Subtotal				
											Total				

1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.

2 Months are counted from the start of the assignment/mobilization. 3
work means work carried out in the site.

“Home” means work in the office in the expert’s place of residence. “Field”

-  Full time input
-  Part time input



FORM TECH-7

CURRICULUM VITAE (CV)

Position Title and No.	{e.g., K-1, TEAM LEADER}
Name of Firm	<i>Insert name of firm proposing the expert</i>
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Citizenship	

Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, *type of employment (full time, part time, contractual)*, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2005-present]	[e.g., Ministry of, advisor/consultant to... For references: Tel...../e-mail.....; Mr. Bbbbbb, deputy minister]		

Membership in Professional Associations and Publications:

Language Skills (indicate only languages in which you can work): _____

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved}	

Expert’s contact information : (e-mail....., phone.....)

Certification:

I, the undersigned, certify to the best of my knowledge and belief that

- (i) This CV correctly describes my qualifications and experience*
- (ii) I am not a current employee of the GoN*
- (iii) In the absence of medical incapacity, I will undertake this assignment for the duration and in terms of the inputs specified for me in Form TECH 6 provided team mobilization takes place within the validity of this proposal.*
- (iv) I was not part of the team who wrote the terms of reference for this consulting services assignment*
- (v) I am not currently debarred by a multilateral development bank (In case of DP funded project]*
- (vi) I certify that I have been informed by the firm that it is including my CV in the Proposal for the {name of project and contract}. I confirm that I will be available to carry out the assignment for which my CV has been submitted in accordance with the implementation arrangements and schedule set out in the Proposal.*
- (vii) I declare that Corruption Case is not filed against me.*

I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

_____ Date: _____
[Signature of expert] Day/Month/Year

_____ Date: _____
[Signature of authorized representative of the firm] Day/Month/Year

Full name of authorized representative: _____

Section 4. Financial Proposal - Standard Forms

{*Notes to Consultant* shown in brackets { } provide guidance to the Consultant to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.}

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

FIN-1 Financial Proposal Submission Form

FIN-2 Bill of Quantity

FORM FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: **Ministry of Physical Infrastructure Development (MoPID), Janakpurdham**

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency(ies)} {Insert amount(s) in words and figures}, excluding Value Added Tax (VAT) *Clause 25.2 in the Data Sheet*. {Please note that all amounts shall be the same as in Form FIN-2}.

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. before the date indicated in Clause 12.1 of the Data Sheet.

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

We remain,

Yours sincerely,

Authorized Signature {In full}: _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____

FORM FIN-2
BILL OF QUANTITY (BOQ)
 Government of Madhesh Province
 Ministry of Physical Infrastructure Development
 Janakpurdham, Nepal
BILL OF QUANTITY (BOQ)

Name of Project: Madheshi Sahid Marg

Name of Contract: Detail Engineering Survey, Design and Report Preparation (DPR) of Madheshi Sahid Marg (East boarder of Saptari to West Boarder of Siraha District).

Contract Identification No: MoPID/M/RRD/CS/RFP/01/2078/079

S.N	Particulars	Units	Total Quantity	Rate (excl. VAT)	Rate in words	Total (NRs)	Remarks
A	General Works						
1	Providing Professional Liability Insurance as per RFP Documents.	LS	1.00				
B	Detail Engineering Survey, Design and Report Preperation (DPR) of						
1	Package - One (Madheshi Sahid Marg in Saptari and Siraha district)	Km	109.97				
	Total						
	VAT 13%						
	Grand Total						

Grand Total in Words:

Signature:

Name and Title:

Date:

Seal:

Section 5. Eligible Countries

For the purpose of National shortlisting: **“Nepal”**

Section 6. Corrupt and Fraudulent Practices

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

- a. defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
 - (ii) "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - (iv) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.
 - (iv) "obstructive practice" means:
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a GoN/DP investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (bb) acts intended to materially impede the exercise of the GoN's/DP's inspection and audit rights provided for under Clause GCC 25.2.
- b. will reject a proposal for award if it determines that the consultant recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;
- c. will cancel the consultant's contract if it at any time determines that corrupt or fraudulent practices were engaged in by representatives of the consultant or the Client during the selection process or the execution of that contract;
- d. will blacklist a consultant for a stated period of time, to be awarded a contract if it at any time determines that the consultant has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract; and
- e. will have the right to require that, a provision be included requiring consultants to permit the Client to inspect their accounts and records relating to the performance of the contract and to have them audited by auditors appointed by the Client.



Section 7. Terms of Reference



Government of Madhesh Province
Ministry of Physical Infrastructure Development
Janakpurdham, Nepal



Terms of Reference

For
Detail Engineering Survey, Design and Report Preparation (DPR)
Of
Madhesi Sahid Marg (East boarder of Saptari to West Boarder of Siraha District).

August, 2022

7.1 INTRODUCTION

Madhesh Province is a province in the south eastern region of Nepal that was formed after the adoption of the Constitution of Nepal. It is Nepal's second most populous province and smallest province by area. It borders Province No. 1 to the east, Province No. 3 to the north, 5 to the west and India to the south. It has an area of 9,661 km² (3,730 sq m) with a population of 5,404,145 per the 2011 Census of Nepal, making it most densely populated province of Nepal.

Madhesh Province include 8 districts from Saptari District in the east to Parsa District in the west. The majority of the province's population speaks Maithili, Bhojpuri, Bajjika and Nepali. Madhesh Province has **32** parliamentary seats and **64** Provincial Assembly seats. Janakpur City is the interim capital. It borders the Indian states of Bihar to the south and Province 1 to north east and Province 3 to the north west. There is one metropolitan city Birgunj, three sub-metropolitan cities: Janakpur, Kaliaya and Jitpur Simara, **73** municipalities and **59** rural municipalities.

After the promulgation of the “Constitution of Nepal 2073”, all the Three governments have been given the jurisdiction (exclusive rights) of the roads. The roads have been now classified as

- Federal Highways under Federal Government
- Provincial Highways under Provincial Government
- Local Roads under Local Level

To manage the provincial roads, the Province needs legal basis and for this the Madhesh Province has already enacted the “Provincial Roads Act”.

The category of the roads mentioned in the Act;

- a) Provincial Highway
 - Roads links not included in Federal Highways
 - Roads linking federal highways to district headquarters
 - Roads linking district headquarters
 - Roads connecting 2 national highways
- b) Provincial Secondary Highway
 - Roads connecting to local level centres from national and provincial highways
 - Roads connecting local level centres from district headquarters.
 - Connecting religious, historical and tourism centres from provincial and national highways

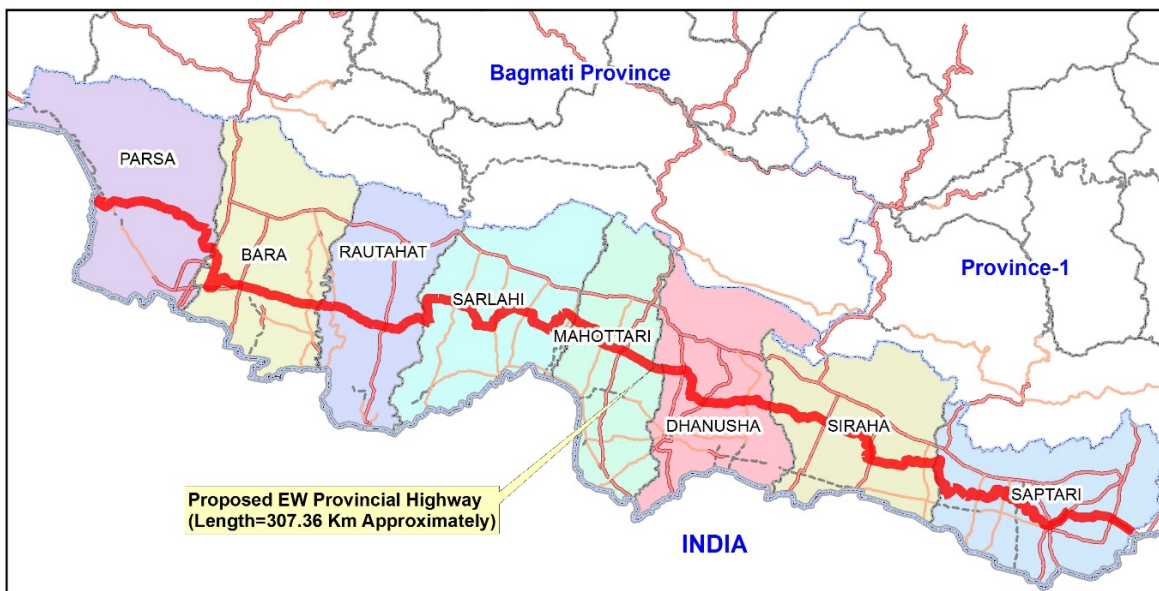
- c) Local Roads
 - Roads which can not be categorised as Provincial Highways, Provincial Secondary Highways and those road links under local levels' jurisdictions
- d) Roads with Specific Purpose
 - There are some roads, which extends beyond single municipality but cannot be called Provincial Highway or Secondary Provincial Highway.

Based on the above mentioned definitions the roads (4050.0 km) identified above has been classified as below.

Table : 1 Summary of PRN

Classification of Roads	Identified Lengths (Kms)
Provincial Highway	1519.8
Secondary Provincial Highway	1767.4
Provincial Other Roads	762.8
	4050.0

Among the above mentioned 4050 km of the provincial roads, the following links are considered to be the main backbone of the Madhesh Province , which runs from east to west boundary of the province and can be considered and “ **Province 2, Madeshi Sahid Marg (East- West Highway)**”.



Map 1: Proposed Madhesh Province Mid-Highway

The Detail Engineering Survey, Design and Report Preparation (DPR) of **Madhesh Province , Madeshi Sahid Marg (East- West Highway)** provides the basis for the approval of a project. It shall be a full technical and economic Detail Engineering Survey, Design and Report Preparation (DPR) designed to enable the concerned ministry and the NPC to appraise the project before giving approval. The Proposed **Madhesh Province , Madeshi Sahid Marg (East- West Highway)** should pass between **Mahendra Rajmarg (East-West Highway) and Postal Highway** through almost 48 Local government (Palikas) and its settlements of Madhesh Province . The Total Length of Road is 307.36 Km with Settlement names and its approximately lengths palika wise is listed tableted in below.

District	GaPa-NaPa	Settlements Passes (Tentative) <i>Direction: East to West</i>	Length (Km) <i>(Approximately)</i>
Saptari	Hanumannagar Kankalini NP	Koshi River, Bardaha, Arji	8.09
	Tirahut GP	Nawanagar	0.39
	Mahadeva Gaupalika	Dadha, Baliya, Bathanaha, Kadamahtol	7.92
		Rajbiraj NP	Biraul, Padariya, Kaharsal
	Bishanpur GP	Prasahi	1.74
	Rupani Gaupalika	Chhapki, Bhathaul, Laksmipur Chappki, Hardiya	5.44
		Shambhunath NP	Narahaiya, Sakhuwa, Bodarhat, Basantapur Musaharitol, Rampur Jamuna
	Khadak NP		Lalpatti, Phulbadiya
	Bode Barsin NP	Negada, Belha, Dhangadhi	4.91
	Siraha	Khadak NP	Siswa, Duhabi
Surunga NP		Rampur	1.32
Balan Bihul GP		Malahaniya Badatol	2.21
Surunga NP		Siswa, Tikuliya, Pramanpur, Chakdaha	8.99
Lahan NP		Gadhiya	6.18
Laxmipur Patari GP		Sitapur	8.58
Sukhipur NP		Amchowk Charari	12.09
Golbazar NP		Betauna	1.49
Arnama GP	Barhathwa	1.83	
Naraha GP	Devipur, Lalbhitiya, Hanumanchwok	3.72	

	Kalyanpur NP	Ramana, Prachilwa, Kalyanpur, Majholiya, Chikna	12.45
Dhanusha	Sabila NP	Paterwa, Kothiya, Sabela, Matahi, Inarwa	11.24
	Mithila Bihari Nagarpalika	Ramaul, Mithileshwar Mauwahi, Sirsiya	6.18
	Chhireswornath NP	Gopalpur, Harsar, Kurkurwa, Sakhuwa, Mahendranagar Bajar	9.45
	Bateswor GP	Dharatol, Chandrapur	2.67
Mahottari	Bhangaha NP	Kapurgunj, Sitapur, Palar	6.31
	Bardibas NP	Juditol, Chalkitol	2.03
	Aurahi NP	Aurahi	1.17
	Gaushala NP	Pachyantol, Gopalpur, Brahmapuritol, Gaushala, Thapatol, Laksmiiniya, Paradiya	13.46
Sarlahi	Ishworpur NP	Ghattol, Harkatwa, Bahagarwa, Bajrato, Pokhariya, Nattol, Tinghariya, Karmuhan, Khaira	20.17
	Haripur NP	Majurwa, Pharahadwa	4.66
	Kabilasi NP	Gair, Hempur	8.39

District	GaPa-NaPa	Settlements Passes (<i>Tentative</i>) <i>Direction: East to West</i>	Length (Km) (<i>Approximately</i>)
	Barahathawa NP	Tikuliya, Sitapur, Barahathawa, Jhingiyahitol, Ekadashitol, Malahatol, Harpurwa	18.07
Rautahat	Gadhimai NP	Samanpur, Hathiaul, Chilmiliya, Malahi	6.69
	Garuda NP	Garudachowk, Mahamadpur	4.74
	Katahariya NP	Phattepur, Baluwa, Kathariya	6.64
	Phatuwa Bijapur NP	Gamhariya, Motipur	6.47
Bara	Baragadhi GP	Malahi, Daurawa, Basatpur	6.93
	Karaiyamai GP	Narahi	1.41
	Mahagadhimai NP	Bagadampur, Ganbhawanipur, Bijulpur	4.52

	Kaliya UMP	Bijulpur, Rampur, Kalaiya, Bhatauda	7.12
	Prasauni GP	Belahiya, Dihatola, Goithahi, Parsauni	7.72
	Parwanipur GP	Buniyad, Gaunahari	3.11
	Jitpur Simara UMP	Behara, Nitampur	4.27
Parsa	Birgunj MP	Parsauni, Bhediyahi, Katagenwa	6.14
	Parsagadhi NP	Sabiya, Dhuletandi, Bagbanna, Bhatani	9.64
	Sakhuwa Prasauni GP	Sothawal, Khajuriya	2.59
	Paterwasugauli GP	Laksmipur Chappki, Bankul, Rangapur, Sonbarsa, Bhataura	6.46
	Jirabhawani GP	Harishankhawaniya, Basantapur, Jirabhawani, Mahadevpatti, Jagatiya	9.02
		Total	307.36

To investigate the technical, economic and environmental feasibility of the road stated below for which the consultancy service is presently invited, so that decision can be made regarding the appropriateness of proceeding with engineering design:

Name of road: **As per BOQ**

Existing road-head to be connected to: **As per BOQ**

District: **As per BOQ**

Class of Road : **“Provincial Roads Act” , Province N:2**

Type I	Drain + 1.5 m shoulder + 7.5 m Carriageway + 1.5 m shoulder + Drain
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7.2 OBJECTIVES

The main objective of the consulting services is to conduct a detail engineering survey of the proposed road, prepare detail design and cost estimate, data collection for social, environmental, safety and design purposes, carry out economic analysis and associated tasks necessary to produce a DPR suitable for guiding the investment from the Province government with **Intermediate Lane Standard (i.e. 7.50 m carriage way, 1.0 m drain and 1.5 m shoulder on either side having total 12.5 m width)** for the construction of the road.

The consultant is required to perform the following jobs.

- ✓ Technical Studies: Assess the alignment feasibility with possible recommendation for low cost and local resources (manpower, technology and material) oriented road construction.
- ✓ Detail Engineering survey of the alignment and its corridor

-
- ✓ Conduct hydrological studies for cross drainage works and fixing of embankment height
 - ✓ Design the road detail on corporation
 - ✓ Prepare working drawings
 - ✓ Prepare cost estimates with analysis of rates
 - ✓ Prepare survey and design reports with the test report of DCP.
 - ✓ Prepare report of environmental mitigation plan, safeguard and economic analysis
 - ✓ Prepare bill of quantities
 - ✓ Keep minutes of meetings regarding alignment selection, land acquisition and other issues.

7.3 SCOPE OF WORK

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

7.3.1 Desk Study

A desk study should be carried out, collecting all data, maps and information relevant to survey and design of the road and reviewing for planning of field survey and investigation works.

7.3.2 Field Study and Survey

The scope of work to be carried out by the consultant during field study and survey shall include but may not be limited to the following:

7.3.2.1 Detailed Engineering Survey:

- Fixing of road alignment by setting out intersection point (IP) and intermediates points.
- Establishment of Bench Marks (BM) and other reference points
- Taking longitudinal section (LS) and cross section (CS) using appropriate methods
- Cross Section should be taken at LS 15-25 m interval depending upon the terrain and 2.5 m interval across the alignment, 15.00 m both side from the centerline.
- Conduct the chain survey

7.3.2.2 Engineering Study and Inventory Survey

- ROAD INVENTORY SURVEY

-
- + Sub base Condition Survey (Visual Survey)
 - + Road Geometry Survey
 - + Existing structure Survey
 - + Side drains requirements Survey
 - + Cross drainage requirements Survey
 - + Retaining and protection work requirements Survey
 - + Terrain Survey
 - + Land use Survey
 - + The locations of settlements off the road structures electric poles, streams, and water taps within the area of the plan.
 - CONSTRUCTION MATERIALS SURVEY
 - + Identification of potential sources (query sites)
 - + Investigation of existing road materials on sites.
 - GEOLOGICAL SURVEY
 - + General geology of the region, project area and the proposed road corridor should be described and a geological map of the area be presented along with identification of major features, pertinent to the project.
 - + Nature, type and structure and surface soil of the area need to be clearly identified and further required investigations listed.
 - + Whenever applicable, slope stability analyses of the representative site need to be carried out and the finding and recommendation be given
 - + The location of debris flow and other possible obstruction to the road alignment.
 - HYDROLOGICAL AND METEOROLOGICAL STUDIES
 - + Climatic study: General climatic study of the area should be carried out and all relevant meteorological (Rainfall and Temperature) data and recommendation shall be presented.
 - + Study of the river and river system: The river system of the area should be described in the report. Preferably a river system map of the catchment's area and beyond (whenever applicable) should be produced.
 - + At least one cross-section of river at each crossing should be produced. In the cross section all bed and bank characteristics should be mentioned.
 - + Assessment of flood pattern and preliminary estimation of discharges should be carried out. Similarly, expected HFL shall be fixed as far as applicable
 - + Information necessary for the design of the side drain and protection works as well as preliminary design of cross drainage structure shall be produced

7.3.3 Design and Drawings

The scope of work to be carried out by the consultant and activities covered by design and reporting work shall include but may not be limited to the following:

7.3.3.1 Design of Road and Prepare Working Drawings

- Calculate and plot the reduced ground level of longitudinal and cross section.

-
- Design the most economical road profile by balancing the volume of cut and fill to the nearest.
 - Design horizontal and Vertical Curves.
 - As per the engineering design, prepare the drawings of roads plan indicating the coordinate of IPs and profile (Longitudinal)
 - Prepare the roads typical cross section with the pavement details.

7.3.3.2 Design of Road Side Structure and Prepare Working Drawings

- Design of appropriate road side structures
- Prepare the Drawings for above road side structures
- Prepare site plan

7.3.4 Prepare Bill Of Quantities

- Prepare Rate analysis
- Prepare Cost estimate
- Prepare abstract of cost, Material & labor Schedules
- Prepare quality assurances Plan

7.3.5 Prepare and Submit Reports

In accordance with DOR's standard procedures the consultant shall submit his report as follows:

- **Draft Report**

Prepare project report by including the documents (design, Drawings, BOQ, Cost estimate and others) prepared for Road.

This report shall be submitted in **2 (Two) Copies** along with softcopy of report and design raw data for review and comments of MoPID and concerned Project Office.

- **Final Report**

After all corrections and incorporation of all comments and suggestions to the submitted draft report, shall be submitted to MoPID and concerned Project Office in **3 (Three) copies including all soft copies.**

7.4.0 GUIDELINES FOR EXECUTION OF CONSULTING SERVICES

☞ Horizontal and vertical alignment of the road

The horizontal alignment of the road center line should be determine within the survey of proposed corridor of the optimum alignment between control points specified as a references the engineering investigation. Where road track exists, efforts should be made to adjusted alignment so as to match the original road track wherever possible. Cross Section should be taken at 15-25 m interval along the longitudinal sections and 2.5 m interval across the alignment; 15.00 m both side from the center line depending upon the terrain and section. Beginning and end of curves and then critical points as may be required should be fully define relative to the station of intersection points.

Vertical alignment should be determined with detailed calculation of earthwork quantities; Vertical curve should be properly designed.

☞ **Consideration of environment protection**

While designing the horizontal and vertical alignment, the consultant are required to access the potential damage to the environment and attempt to mitigate or minimize such damage and suggest appropriate measure in design.

☞ **Engineering Drawings Details**

The consultant will prepare the following plans and working drawings on suitable reports material using the format and title sheets as required by the engineer in charge.

- + Map of district demarcation showing the location of the road.
- + Map showing complete alignment with Kilometer, names of area, land use, village, VDC, municipalities, name of natural drainage etc.
- + Location Map showing linkage of road the road with surrounding road network.
- + Map showing survey and design status of the complete road, intersection points, Benchmarks and other references points.
- + Plan, Profile (Longitudinal Section) and Cross- Section in the following Scale.
 - Plan - 1:1000
 - Profile Horizontal - 1:1000
 - Vertical - 1:200
 - Cross Section - 1: 200
- + Plans and profile of the road should contain details of geometry viz. horizontal alignment with coordinates of IP, deflection angle, IP to IP distances, Chainage of IP, curve data etc. local names with rural municipalities or municipalities, forest, land use pattern, cross drainage structure, retaining and protection structure required or as directed by Engineer in charge.
- + Standard charts of mentioned cross drainage structures, retaining/Brest wall and protection works, side drain, typical cross section of the road according to types of soil, passing zone(if provided), hairpin bend (If provided)
- + D-card, Topo-Map (all coloured), legend of drawings, KMZ files etc. directed by Engineer in charge.

7.5.0 TIME SCHEDULE

The consultant shall complete the assigned works as per the following schedule:

- ☞ Draft Report within **12th Week** started from the date of signing of the agreement.
- ☞ Final Report within **15th Week** addressing the Comments on the draft report.

7.6.0 HUMAN RESOURCE AND COMPETENCIES

The minimum qualification of key staff is as stated below:

Position	Relevant		
	Minimum Qualification	General Experience (min)	Road Specific (min)
A. Professional			

Team Leader (Highway/Transportation Engineer) - 1	Master in Highway/Transportation Engineering or Equivalent	5 years	5 years
Environmentalist/Forestry Specialist/Ecologist -1	Master in Environmental Engineering or Environmental Science or Equivalent	5 years	5 years
Geologist/Eng. Geologist/Geo-Technical Engineer-1	Master in Geotechnical Engineering or Geology or Equivalent	5 years	5 years
Structural Engineer-1	Master in Structural Engineering or Earthquake Engineering or Equivalent	5 years	5 years
Hydrologist -1	Master in Hydrology or Water Resources Engineering or Equivalent	5 years	5 years
Socio-Economist-1	Master in Sociology or Economic or Equivalent	5 years	5 years
Legal Expert-1	Bachelor in Law or Equivalent	5 years	5 years

7.7 MODE OF PAYMENT

This is a lump sum contract for delivery of a defined set of outputs. Payments are made at percentages of the total contract value on the basis of the Consultant satisfactorily achieving the key milestones stated below.

No	%	Item
1	15	Upon Submission of Desk Study/Inception report acceptable to MoPID
2	45	Upon Submission of Draft Report acceptable to MoPID. The consultant shall mandatory to present the presentation of prepared draft report to the MOPID at the time of draft submission.
3	40	Upon Submission of Final Report acceptable to MoPID

Note: In case of Payment of Professional Liability Insurance (PLI), Payment of 50% of the amount of component (General Works) shall be done after submission and acceptance of PLI by MoPID and remaining payment 50% of the amount of component shall be done after completion of whole works (DPR) as mentioned in contract document.

PART II

Section 8. Conditions of Contract and Contract Forms

Foreword

1. Part II includes standard Contract forms for Consulting Services (a Lump-Sum Contract).
2. **Lump-Sum Contract:** This type of contract is used mainly for assignments in which the scope and the duration of the Services and the required output of the Consultant are clearly defined. Payments are linked to outputs (deliverables) such as reports, drawings, bill of quantities, bidding documents, or software programs. Lump-sum contracts are easier to administer because they operate on the principle of a fixed price for a fixed scope, and payments are due on clearly specified outputs and milestones. Nevertheless, quality control of the Consultant's outputs by the Client is paramount.



STANDARD FORM OF CONTRACT

Consultant's Services

**LUMP-SUM
FORM OF CONTRACT**



CONTRACT FOR CONSULTANT'S SERVICES

Lump-Sum

**Detailed Engineering Survey, Detailed Design and
Drawing, Report Preparation (DPR)
of
Madheshi Sahid Marg
(East boarder of Saptari to West Boarder of Siraha District).**

Contract Identification No.: MoPID/M/RRD/CS/RFP/01/2078/079

between

**Government of Madhesh Province
Ministry of Physical Infrastructure Development
Janakpurdham, Nepal**

and

[Name of the Consultant]

Dated: _____



I. Form of Contract

This CONTRACT (hereinafter called the “Contract”) is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Client]* (hereinafter called the “Client”) and, on the other hand, *[name of Consultant]* (hereinafter called the “Consultant”).

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract;
 - (b) The Special Conditions of Contract;
 - (c) Appendices:
 - Appendix A: Terms of Reference
 - Appendix B: Key Experts
 - Appendix C: Breakdown of Contract Price
 - Appendix E: Medical Certificate
 - Appendix F: Minutes of Negotiation Meetings

In the event of any inconsistency between the documents, the following order of precedence shall prevail: The Special Conditions of Contract; the General Conditions of Contract; Appendix A; Appendix B; Appendix C; Appendix D; Appendix E and Appendix F.

Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

- 2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
 - (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.



I. Form of Contract

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

For and on behalf of *[Name of Client]*

[Authorized Representative of the Client – name, title and signature]

For and on behalf of *[Name of Consultant or Name of a Joint Venture]*

[Authorized Representative of the Consultant – name and signature]

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

For and on behalf of each of the members of the Consultant

[Name of member]

[Authorized Representative]

[Name of member]

[Authorized Representative]

[add signature blocks for each member]



II. General Conditions of Contract

A. GENERAL PROVISIONS

1. Definitions

- 1.1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
- (a) “Applicable Guidelines” means the policies of the Development Partner (DP) governing the selection and Contract award process, in case of DP funded project.
 - (b) “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.
 - (c) “Borrower [*or Recipient or Beneficiary*]” means the Government, Government agency or other entity that signs the financing [*or loan/grant/project*] agreement with the Development Partner.
 - (d) “Client” means [*procuring entity/the implementing/ executing*] agency that signs the Contract for the Services with the Selected Consultant.
 - (e) “Consultant” means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
 - (f) “Contract” means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
 - (g) “Day” means a working day unless indicated otherwise.
 - (h) ” Development Partner (DP)” means the country/institution funding the project **as specified in the SCC**.
 - (i) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
 - (j) “Experts” means, collectively, Key Experts, Non-Key Experts or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
 - (k) “Foreign Currency” means any currency other than the currency of the Client’s country.
 - (l) “GCC” means these General Conditions of Contract.



- (m) “Government” means the government of Nepal (GoN).
- (n) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (o) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant’s proposal.
- (p) “Local Currency” means the currency of Nepal (NPR).
- (q) Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
- (r) “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them.
- (s) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (t) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (u) “Sub-consultants” means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
- (v) “Third Party” means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.

2. Relationship between the Parties

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

3. Law Governing Contract

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

4. Language

4.1. 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.



III. Special Conditions of Contract
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- 5. Headings** 5.1. The headings shall not limit, alter or affect the meaning of this Contract.
- 6. Communications** 6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. 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 to such Party at the address specified in the SCC.
- 6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.
- 7. Location** 7.1. 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 the Government's country or elsewhere, as the Client may approve.
- 8. Authority of Member in Charge** 8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
- 9. Authorized Representatives** 9.1. 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 Consultant may be taken or executed by the officials specified in the SCC.
- 10. Corrupt and Fraudulent Practices** 10.1 The GoN/DP requires compliance with its policy in regard to corrupt and fraudulent/prohibited practices as set forth in **Attachment 1** to the GCC.
- a. Commissions and Fees** 10.2 The Client requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or the other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions and gratuities may result in termination of the Contract.

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 11. Effectiveness of Contract** 11.1. This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.
- 12. Termination of** 12.1. If this Contract has not become effective within such time period



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- Contract for Failure to Become Effective** after the date of Contract signature as 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.
- 13. Commencement of Services** 13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC**.
- 14. Expiration of Contract** 14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as **specified in the SCC** or such other time period as the Parties may agree in writing.
- 15. Entire Agreement** 15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
- 16. Modifications or Variations** 16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or 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 modification or variation made by the other Party.
- 17. Force Majeure**
- a. Definition** 17.1. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, 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, confiscation or any other action by Government agencies.
- 17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
- 17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
- b. No Breach of Contract** 17.4. 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



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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.

c. Measures to be Taken

17.5.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.

17.6.A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

17.7.A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fifteen (15) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

d Extension of Time (EoT)

17.8.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.

17.9. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:

- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
- (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

17.10. 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.

18. Suspension

18.1. The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its 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 Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

19. Termination

19.1 This Contract may be terminated by either Party as per provisions set up below:

a. By the Client

19.1.1 The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); and at least sixty (60) calendar days' written notice in case of the event referred to in (e):

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 48.1;
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to furnish the professional liability insurance within 30 days from the date of signing of the contract agreement.

19.1.2 Furthermore, if the Client determines that the Consultant



III. Special Conditions of Contract
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has engaged in corrupt, fraudulent, collusive, coercive [*or obstructive*] practices, in competing for or in executing the Contract, then the Client may, after giving fifteen (15) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

b. By the Consultant

19.1.3 The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 48.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 48.1.
- (d) 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 Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

c. Cessation of Rights and Obligations

19.1.4 Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, 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 23, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 26, and (iv) any right which a Party may have under the Applicable Law.

d. Cessation of Services

19.1.5 Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant 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 Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 28 or GCC 29.



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- e. Payment upon Termination** 19.1.6 Upon termination of this Contract, the Client shall make the following payments to the Consultant:
- (a) payment for Services satisfactorily performed prior to the effective date of termination; and
 - (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

C. OBLIGATIONS OF THE CONSULTANT

20. General

- a. Standard of Performance** 20.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.
- 20.2 The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.
- 20.3 The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.
- b. Law Applicable to Services** 20.4 The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.
- 20.5 Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when
- (a) as a matter of law or official regulations, Client's country prohibits commercial relations with that country; or
 - (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Client's Country prohibits any import of goods from that country or any payments to any country,



person, or entity in that country.

20.6 The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

21. Conflict of Interests

21.1 The Consultant shall hold the Client's interest's paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

a. Consultant Not to Benefit from Commissions, Discounts, etc.

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 39 through 45) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant 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 Consultant in the exercise of such procurement responsibility shall be for the account of the Client.

b. Consultant and Affiliates Not to Engage in Certain Activities

21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, 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.

c. Prohibition of Conflicting Activities

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

- a. during the term of this Contract, any business or professional activities in Nepal which would conflict with the activities assigned to them under this Contract; and
- b. after the termination of this Contract, such other activities as may be specified in the SCC

d. Strict Duty to

21.1.5 The Consultant has an obligation and shall ensure that its



Disclose Conflicting Activities	Personnel and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the termination of its Contract.
22. Conduct of Consultants	<p>22.1 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.</p> <p>22.2 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:</p> <ul style="list-style-type: none">(i) give or propose improper inducement directly or indirectly,(ii) distortion or misrepresentation of facts(iii) engaging or being involved in corrupt or fraudulent practice(iv) Interference in participation of other prospective consultants.(v) coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceedings,(vi) collusive practice among consultants before or after submission of proposals for distribution of works among consultants or fixing artificial/uncompetitive proposal price with an intention to deprive the Client the benefit of open competitive proposal price.(vii) contacting the Client with an intention to influence the Client with regards to the proposals or interference of any kind in examination and evaluation of the proposals during the period after opening of proposals up to then notification of award of contract
23. Confidentiality	<p>23.1 The Consultants, their Sub-consultants, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary of confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.</p>
24. Liability of the Consultant	<p>24.1 Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be as determined under the Applicable Law.</p>
25. Insurance to be Taken out by the Consultant	<p>25.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has</p>



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been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.

25.2 The Consultant shall take out and maintain professional liability insurance within 30 days of signing of the contract agreement.

26. Accounting, Inspection and Auditing

26.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.

26.2 The Consultant shall permit and shall cause its Sub-consultants to permit, the Client/DP and/or persons appointed by the Client/DP to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Client/DP if requested by the Client/DP. The Consultant's attention is drawn to Clause GCC 10 which provides, inter alia, that acts intended to materially impede the exercise of the Client/DP's inspection and audit rights provided for under this Clause GCC26.2 constitute a prohibited practice subject to contract termination.

27. Reporting Obligations

27.1 The Consultant shall submit to the Client the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in the said Appendix.

28. Proprietary Rights of the Client in Reports and Records

28.1 Unless otherwise indicated in the **SCC**, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant 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 Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.

28.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the **SCC**.

29. Equipment, Vehicles

29.1 Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds



and Materials

provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, 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.

29.2 Any equipment or materials brought by the Consultant or its Experts into the Client's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

30. Description of Key Experts

30.1 The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Consultant's Key Experts are described in **Appendix B**.

31. Replacement of Key Experts

31.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.

31.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

32. Removal of Experts or Sub-consultants

32.1 If the Client finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determine that Consultant's Expert of Sub-consultant have engaged in corrupt, fraudulent, collusive, coercive [*or obstructive*] practice while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.

32.2 In the event that any of Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.

32.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.

32.4 The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.



E. OBLIGATIONS OF THE CLIENT

33. Assistance and Exemptions

33.1 Unless otherwise specified in the SCC, the Client shall use its best efforts to:

- (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
- (b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.
- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
- (d) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (e) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.
- (f) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
- (g) Provide to the Consultant any such other assistance as may be specified in the SCC.

34. Access to Project Site

34.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

35. Change in the

35.1 If, after the date of this Contract, there is any change in the

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- Applicable Law Related to Taxes and Duties** applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant 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 39.1.
- 36. Services, Facilities and Property of the Client** 36.1 The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (**Appendix A**) at the times and in the manner specified in said **Appendix A**.
- 37. Counterpart Personnel** 37.1 The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in **Appendix A**.
- 37.2 If counterpart personnel are not provided by the Client to the Consultant as and when specified in **Appendix A**, the Client and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultant as a result thereof pursuant to Clause GCC 39.2
- 37.3 Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.
- 38. Payment Obligation** 38.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant for the deliverables specified in **Appendix A** and in such manner as is provided by GCC F below.
- F. PAYMENTS TO THE CONSULTANT**
- 39. Contract Price** 39.1 The Contract price is fixed and is set forth in the SCC. The Contract price breakdown is provided in **Appendix C**.
- 39.2 Any change to the Contract price specified in Clause 39.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in **Appendix A**.
- 40. Taxes and Duties** 40.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract.



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- 41. Currency of Payment** 41.1 Any payment under this Contract shall be made in the currency (ies) specified in the SCC.
- 42. Mode of Billing and Payment** 42.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 39.1.
- 42.2 The payments under this Contract shall be made in lump-sum installments against deliverables specified in **Appendix A**. The payments will be made according to the payment schedule stated in the SCC.
- 42.2.1 *Advance payment:* Unless otherwise indicated in the SCC, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the SCC. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix D**, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal portions against the lump-sum installments specified in the SCC until said advance payments have been fully set off.
- 42.2.2 *The Lump-Sum Installment Payments.* The Client shall pay the Consultant within sixty (60) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.
- 42.2.3 *The Final Payment.* The final payment under this Clause shall be made only after the final report have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the Client. The last lump-sum installment shall be deemed approved for payment by the Client within ninety (90) calendar days after receipt of the final report by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.
- 42.2.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.
- 42.2.5 With the exception of the final payment under 41.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder.



43. Retention

43.1. The Client shall retain from each payment due to the Consultant the proportion **stated in the SCC** until Completion of the whole of the Works.

43.2. One half the total amounts retained shall be repaid to the Consultant at the time of the payment of the Final Bill pursuant to GCC Clause 42.2.3 and the remaining half shall be paid to the consultant within 15 days after submission of document issued by the concerned Internal Revenue Office that the consultant has submitted his Income Returns.

44. Interest on Delayed Payments

44.1. If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 42.2.2, interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.

45. Liquidated Damages

45.1. The Consultant shall pay liquidated damages to the Client at the rate per day stated in the SCC for each day that the completion of 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.

G. FAIRNESS AND GOOD FAITH

46. Good Faith

46.1 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.

H. SETTLEMENT OF DISPUTES

47. Amicable Settlement

47.1 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.

47.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fifteen (15) days after receipt. If that Party fails to respond within fifteen (15) days, or the dispute cannot be amicably settled within fifteen (15) days following the response of that Party, Clause GCC 48.1 shall apply.

48. Dispute Resolution

48.1 Any dispute between the Parties arising under or related to this Contract that 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 by either Party to the adjudication/arbitration in accordance

with the provisions specified in the SCC.

49. Blacklisting

I. BLACKLISTING

49.1 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.

- a) if it is proved that the consultant committed acts pursuant to GCC 22..2,
- b) if the Consultant fails to sign an agreement pursuant to Information to Consultants Clause 29.3,
- 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 consultant from participating in the assignment.
- 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) if the consultant fails to submit the professional liability insurance within the period stipulated in the contract.

49.2 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 participation the selection process during the period of time determined by the PPMO, and or the concerned donor agency.



III. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
6.1 and 6.2	<p>The addresses are:</p> <p>Client: Ministry of Physical Infrastructure Development (MoPID), Janakpurdham</p> <p>Attention: _____</p> <p>Facsimile: _____</p> <p>E-mail (where permitted): mopid@p2.gov.np</p> <p>Consultant: _____</p> <p>Attention: _____</p> <p>Facsimile: _____</p> <p>E-mail (where permitted): _____</p>
8.1	<p><i>[Note: If the Consultant consists only of one entity, state "N/A"; OR If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC 6.1 should be inserted here.]</i></p> <p>The Lead Member on behalf of the JV is _____ _____ [insert name of the member]</p>
9.1	<p>The Authorized Representatives are:</p> <p>For the Client: Mr. Ram Deo Kharga, SDE</p> <p>For the Consultant: [name, title] _____</p>
12.1	<p>Termination of Contract for Failure to Become Effective:</p> <p>The time period shall be One Month</p>
13.1	<p>Commencement of Services:</p> <p>The number of days shall be 10 Days.</p> <p>Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.</p>



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14.1	Expiration of Contract: The time period shall be <i>As per TOR</i>
21 b.	The Client reserves the right to determine whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3
24.1	No additional provisions.
25.1	The insurance coverage against the risks shall be as follows: (a) Professional liability insurance, with a minimum coverage of Agreement amount excluding VAT:
28.1	<i>NA</i>
28.2	The Consultant shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.
33.1 (a) through (f)	[Note: List here any changes or additions to Clause GCC 33.1. If there are no such changes or additions, delete this Clause SCC 33.1.]
33.1(g)	[Note: List here any other assistance to be provided by the Client. If there is no such other assistance, delete this Clause SCC 33.1(g).]
39.1	The Contract price is: _____ [insert amount and currency for each currency] [indicate: inclusive or exclusive] of Value Added Tax (VAT). VAT chargeable in respect of this Contract for the Services provided by the Consultant shall “be paid” by the Client to the Consultant.
42.2	The payment schedule: As per TOR (7.6 MODE OF PAYMENT)
42.2.1	Advance payment: <i>Not Applicable</i>
42.2.4	The accounts are: for foreign currency: <i>NA</i> for local currency: <i>NPR</i>

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43.1	The proportion of payments retained is: NA
44.1	The interest rate is: <i>NA</i>
45.1	The liquidated damage is: 0.05% per day. The maximum amount of liquidated damages is: 10% of the sum stated in the Agreement.
48.	(a) Contracts with foreign consultants: NA
	(b) Contracts with domestic consultants: Arbitration shall be conducted in accordance with Nepal Arbitration Act



IV. Appendices

APPENDIX A – TERMS OF REFERENCE

APPENDIX B - KEY EXPERTS

APPENDIX C – BREAKDOWN OF CONTRACT PRICE

IV. Appendices



Time-Based

Model Form I
Breakdown of Agreed Fixed Rates in Consultant's Contract

We hereby confirm that we have agreed to pay to the Experts listed, who will be involved in performing the Services, the basic fees and away from the home office allowances (if applicable) indicated below:

*(Expressed in [insert name of currency])**

<i>Experts</i>		<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	<i>6</i>	<i>7</i>	<i>8</i>
<i>Name</i>	<i>Position</i>	<i>Basic Remuneration rate per Working Month/Day/Year</i>	<i>Social Charges¹</i>	<i>Overhead₁</i>	<i>Subtotal</i>	<i>Profit²</i>	<i>Away from Home Office Allowance</i>	<i>Agreed Fixed Rate per Working Month/Day/Hour</i>	<i>Agreed Fixed Rate per Working Month/Day/Hour¹</i>
<i>Home Office</i>									
<i>Work in the Client's Country</i>									

1 Expressed as percentage of 1

2 Expressed as percentage of 4

** If more than one currency, add a table*

Signature

Date

IV. Appendices



Time-Based

Name and Title: _____

IV. Appendices
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APPENDIX E – MEDICAL CERTIFICATE

IV. Appendices



Time-Based

APPENDIX F – MINUTES OF NEGOTIATION MEETINGS