

जलवायु न्यायको विषय अन्तरराष्ट्रिय मञ्चहरूमा उठ्न जरुरी छ : राष्ट्रपति पौडेल

An International Geoscientific Event
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INAUGURATION CEREMONY



काठमाडौं(जस)-राष्ट्रपति रामचन्द्र पौडेलले जलवायु परिवर्तनमा भूमिका नभएका नेपालजस्ता मुलुकका लागि जलवायु न्यायको विषय हेरेक अन्तरराष्ट्रिय मञ्चहरूमा उठ्न जरुरी भएको बताएका छन्। भौगर्भिक समाजद्वारा सोमबार यहाँ आयोजित सम्मेलनको उद्घाटन गर्दै उनले जलवायु न्यायको मुद्दालाई विश्वजगतमा पुऱ्याउनुपर्ने बताए। उनले विकासित देशहरूमा भएको अत्याधुनिक औद्योगिकीकरण, जीवाश्म

इन्धनको दोहन, कार्बन उत्सर्जनले जलवायु परिवर्तनमा भूमिका नै नभएका नेपालजस्ता विकासशील एवं अत्याधुनिक देशहरू समेत प्रभावित हुनुपर्नेको सन्दर्भमा जलवायु न्यायको विषयलाई जोडदार रूपमा उठाउन सक्नुपर्नेमा जोड दिए। जलवायु परिवर्तनका असरहरूको न्यूनीकरण, प्राकृतिक प्रकोप तथा व्यवस्थापन जस्ता जन्दावन्दा विषयले भौगर्भिक सम्मेलनको महत्वलाई बढाएको छ भन्ने

राष्ट्रपति पौडेलले मानव जनजीवनसँग प्रत्यक्ष सरोकार रहेको यस किसिमका सम्बन्धनशील मुद्दा सम्बोधनका लागि राष्ट्रिय तथा अन्तरराष्ट्रियस्तरमा सहयोग र सहकार्य हुनुपर्ने खाँचो औँल्याए। राष्ट्रपति पौडेलले पृथ्वीको तापक्रम अस्वभाविक रूपमा बृद्धि भइरहेको सन्दर्भ उल्लेख गर्दै तीन दशकयताको यस अवधिमा हाम्रा हिमालका हिउँ पतिएर हिमतालहरू फुट्ने अवस्थामा पुगेको, अधिकांश हिमाल नाश्या पहाडमा

रूपान्तरण हुनेक्रममा रहेको, अधिक वर्षाका कारण जलप्रकोप, पहिरो र भूक्षयबाट बर्सेन जनघनको ठूलो क्षति भइरहेको भनी चिन्ता व्यक्त गरे। उनले हिमालय पर्वत शृङ्खलामा बेलाबेलामा गइरहने भूकम्प पनि हिमाली मुलुक नेपालको विकास निर्माणका लागि समस्याका रूपमा रहेको बताउँदै केही प्राकृतिक प्रकोपहरूको पूर्वानुमान गर्न सकिने भए पनि भूकम्पसम्बन्धी पूर्वानुमान गर्न सकिने संयन्त्रको आविष्कार हुन नसक्दा समस्या सिर्जना भएको धारणा व्यक्त गरे।

राष्ट्रपति पौडेलले सम्मेलनमा नेपालका खानी तथा खनिजजन्य पदार्थको स्थिति, अन्वेषणको अवस्था, जलवायु परिवर्तन र त्यसको प्रभाव, भौतिक पूर्वाधारको विकासमा भू-विज्ञानको प्रयोगका बारेमा विचारविमर्श हुने विश्वास व्यक्त गरे। उनले प्राकृतिक स्रोतको उत्खनन, सदुपयोग र बजार व्यवस्थापनका लागि लगानीकर्ताको ध्यान आकर्षण गर्न समेत भौगर्भिक सम्मेलन उपयोगी हुने विश्वास व्यक्त गरे। राष्ट्रपति पौडेलले भने, "२०७२ सालको लाखौं भूकम्प गएको एक दशक पुन लागेको पूर्वसन्ध्यामा त्यसको समीक्षा समेत गरिने भएकाले यो भौगर्भिक सम्मेलनका विशेष महत्व छ, सम्मेलन सफलताका कामना गर्दछु।"

न्यायाधीशले विवेकपूर्ण तरिकाले न्यायपर्ने गरी निर्णय गर्नुपर्छ : प्रधानन्यायाधीश राउत

काठमाडौं(जस)- प्रधानन्यायाधीश प्रकाशमान सिंह राउतले न्यायाधीशहरूले विवेकपूर्ण तरिकाले न्यायपर्ने गरी काम गर्नुपर्ने बताएका छन्। अन्तरराष्ट्रिय महिला न्यायाधीश दिवसका अवसरमा सोमबार 'दोस्रो महिला न्यायाधीश सम्मेलन-२०८१'को उद्घाटन गर्दै उनले महिला न्यायाधीशको गौरव गरिरहँदा न्यायालयको गरिमा र मर्यादालाई ध्यानमा राखेर काम गर्नुपर्ने बताए।



"महिला न्यायाधीशको उपस्थितमा गौरव गरिरहँदा न्यायको स्वच्छता, विवेकपूर्ण निर्णय जरुरी छ", प्रधानन्यायाधीश राउतले भने, "न्यायको उपभोक्तालाई न्यायपर्ने गरी, न्यायालयको गरिमा र मर्यादालाई ध्यानमा राखेर काम गर्न जरुरी छ।" उनले महिला न्यायाधीशलाई घर, परिवार, न्याय सम्पादनको काम गर्नुपर्ने जिम्मेवारी भए पनि मेहनत गरेमा निसन्धेह सफलता हासिल हुने विश्वास व्यक्त गरे।

नेपालको प्रथम महिला प्रधानन्यायाधीश सुशीला कार्कीले पछिल्लो तीन वर्षमा महिला न्यायाधीशको उपस्थित राम्रो हुँदै गएको र महिला न्यायाधीशमा क्षमता, साहस र अध्ययन जरुरी भएको बताइन्। उनले न्यायिक निर्णय गर्दा न्याय पार्नेगरी निर्धक्क भएर गर्नुपर्ने र त्यसका लागि

महिला न्यायाधीश अबल हुनुपर्नेमा जोड दिइन्। सर्वोच्च अदालतका वरिष्ठतम न्यायाधीश सपना प्रधान मल्लले न्यायको सेवा दिने बेलामा महिला न्यायाधीश मात्रै संवेदनशील हुन्छन्, भन्ने नभए पनि महिला न्यायाधीशको उपस्थित महत्वपूर्ण भएको बताइन्। उनले क्षमताको प्रश्न आउँदा महिला न्यायाधीशको मात्रै बढी आउने भएकाले क्षमता अर्भिवृद्धि, अध्ययनमा बढी ध्यान दिनुपर्ने आवश्यकता औँल्याइन्।

सर्वोच्च अदालतका न्यायाधीश तथा न्यायाधीश समाजका अध्यक्ष तिलप्रसाद श्रेष्ठले गुणस्तरीय न्यायका लागि यस्ता सम्मेलन जरुरी भएको र न्याय सम्पादनमा समेत सहज हुने बताए। न्यायाधीश समाज नेपालका महासचिव टेकनारायण कुँवरले न्यायिक क्षेत्रमा महिला

सहभागिता र न्यायालयमा लैङ्गिक समानता दिलाउन आवश्यक छलफल गर्ने उद्देश्यले सम्मेलनको आयोजना गरिएको जानकारी दिए। सम्मेलनमा ५० जना देशभर कार्यरत महिला न्यायाधीश र १० जना पूर्व प्रधानन्यायाधीश तथा न्यायाधीश गरी ६० जनाको सहभागिता रहेको छ। सम्मेलनमा प्रथम महिला प्रधानन्यायाधीश कार्कीलाई न्याय क्षेत्रमा पुऱ्याएको योगदानको कदर गर्दै प्रधानन्यायाधीश राउतले सम्मान गरेका थिए। सम्मेलनमा न्यायापालिकामा समावेशीता र महिला न्यायाधीशको प्रतिनिधित्व, चुनौती र सम्भावनाका विविध विषयमा छलफल भइरहेको छ। यसअघि, गत चैत ९ गते महिला न्यायाधीशहरूको प्रथम राष्ट्रिय सम्मेलन भएको थियो।

'नागरिक सङ्गठनहरूले गणतन्त्र आएको अनुभूति गर्न सकेनन्'



काठमाडौं(जस)-गैरसरकारी संस्थालाई नियमन र सहजीकरण गर्ने कानुनी व्यवस्था गर्न गैरसरकारी संस्था महासङ्घ नेपालले सरकारको ध्यानाकर्षण गराएको छ। गैरसरकारी संस्था महासङ्घद्वारा सोमबार राष्ट्रिय सभागृहमा आयोजित राष्ट्रिय नागरिक सम्मेलनमा महासङ्घका अध्यक्ष रामप्रसाद सुवेदीले गैरसरकारी संस्थाको दर्ता तथा नियमनका लागि चाँडोभन्दा चाँडो स्पष्ट कानून निर्माणका लागि सरकारसँग आग्रह गरे।

"व्यक्तिगत रूपले गणतन्त्र आएको थाहा पाएका छौं। नागरिक सङ्गठनको हिसाबले गणतन्त्र आएको अनुभूति गर्न सकेका छैनौं," अध्यक्ष सुवेदीले भने, "सङ्गठन चलाउने र भेला हुने संविधानमा व्यवस्था गरिएको मौलिक हकमैत्री कानूनका लागि माग गर्दछु।" गैरसरकारी संस्थाहरूले स्थानीय तह र प्रदेशमा संस्था दर्ता गर्नुपर्दा दोहोरोपनादेखि विभिन्न किसिमका कर तिर्नु बाध्य भएको गुनासो गर्दै आएका छन्। स्पष्ट कानूनको व्यवस्था नहुँदा दोहोरोपना, अस्पष्टता र फन्फट वेहोर्न परेको गुनासो गरिरहेका उनीहरूले यसले सरकारसँग साभेदारी गर्न इच्छुक अन्तरराष्ट्रिय संस्थाहरूलाई बाध्न सक्ने बताए।

सम्मेलनमा महासङ्घका अध्यक्ष सुवेदीले सामाजिक उद्यमशीलतामा फर्कत समृद्धिमा योगदान पुऱ्याउने प्रतिबद्धता व्यक्त गरे। त्यसका लागि वातावरण सृजना गर्न उनले सरकार र राजनीतिक दलहरूको ध्यानाकर्षण गराए। "उद्यमशील बन्न चाहन्छौं, हामी उद्यम सृजना गर्न चाहन्छौं। उत्पादनमा जोड दिन्छौं, समृद्धिमा योगदान पुऱ्याउँछौं। कमाएको आम्दानीबाट राज्यका प्राथमिकताका सामाजिक क्षेत्रमा काम गर्न चाहन्छौं," अध्यक्ष सुवेदीले भने। सो अवसरमा उपस्थित राजनीतिक दल र विज्ञहरूले निर्धारित सामाजिक उत्तरदायित्व (सिएसआर)को व्यवस्थापनका लागि सुझाव प्रस्तुत गरेका थिए। पूर्वपराष्ट्रमन्त्री डा

विमला राई पौडेलले उद्देश्य र कार्यक्षेत्रअनुसार संस्था दर्ता गर्ने र नियमन गर्ने प्रणाली बसाउन कानून निर्माणको आवश्यकता औँल्याए। त्यसका लागि सामाजिक विकास ऐन र सङ्घसंस्था दर्ता ऐन बनाउन ढिलाइ गर्न नहुने उनको सुझाव छ। राष्ट्रिय योजना आयोगका पूर्वसदस्यसमेत रहेका पौडेलले गैरसरकारी संस्थाको विकास स्रोतको विकास गर्नतर्फ अपसर हुनुपर्ने धारणासमेत व्यक्त गरे। "आफ्नो स्रोत छैन, दातृ निकायले उपलब्ध गराउने स्रोतमा निर्भर भइरहेका छौं। दातृ निकायको दानबाट कतिपय अवस्थामा उसको उद्देश्यअनुसार काम धेरै हुन्छ। उद्देश्य मात्र हैन हामीले गर्ने कार्य प्रणाली पनि उनीहरूले नै 'डिटेक्ट' गरेअनुसार हुन्छ, यो ठूलो चुनौती हो", उनले भन्नुभयो, "सामाजिक उद्यम, व्यवसाय प्रवर्द्धन गर्न जरुरी छ।" उनले गैरसरकारी संस्थागत पारदर्शिता र जवाफदेहिता चुनौतीका रूपमा खडा भइरहेको बताए।

सो अवसरमा नेपाल पत्रकार महासङ्घका पूर्वअध्यक्ष तथा फ्रिडम फोरमका कार्यकारी निर्देशक तारानाथ ढकालले देशभरका नागरिक संस्थाहरूको नियमनका लागि संस्थागत र कानुनी संरचना प्रबन्ध गर्न सरकारसँग अपिल गरे। उनले राज्यलाई जवाफदेही, पारदर्शी बनाउन र सहकार्य गर्न सङ्गठित संस्थाहरू स्वयं एकीकृत, आत्मविश्वास र हैसियतका साथ अघि बढ्न आह्वानसमेत गरे। "तपाईंहरूको आवाज सुनिएको छैन। नागरिक आन्दोलन कमजोर मर्यादितमा देखिएको छ। यसबाट मुक्त हुनु म आह्वान गर्दछु। नेपालमा नागरिक समाजको आन्दोलन वा गैरसरकारी संस्था आन्दोलन बलियो रूपमा खडा हुनुपर्छ", ढकालले भने। प्रधानमन्त्री केपी शर्मा ओलीको प्रमुख आतिथ्यतामा महासङ्घको ११औं महाधिवेशन, ३०औं वार्षिक साधारणसभा र राष्ट्रिय नागरिक सम्मेलनको उद्घाटन गरिएको थियो।

'सूचनाले सत्य र वास्तविकताको नजिक पुऱ्याउँछ'

ललितपुर(जस)-वाग्मती प्रदेश सरकारका प्रवक्ता एवं आन्तरिक मामिला तथा कानूनमन्त्री सुरजचन्द्र लामिछानेले सूचनाले सत्य र वास्तविकताको नजिक पुऱ्याउँदै सही दिशामा हिँड्न सहयोग पुऱ्याउने विश्वास व्यक्त गरेका छन्। प्रदेश सूचना पुनरावेदन समिति वाग्मती प्रदेशले सोमबार आयोजना गरेको सूचनाको हक प्रवर्द्धनसम्बन्धी विकासका लागि नागरिक समाजको योगदान, दिगोपनाका लागि चुनौती र नीतिगत विकल्पका विषयमा संवाद गरिएको थियो।

गैरसूचनाको हक केवल कानुनी प्रावधानका लागि मात्रै नभएर नागरिकलाई सशक्तिकरण गर्ने महत्वपूर्ण माध्यम भएको बताए। "लोकतन्त्रको बलियो जग पारदर्शिता र सहभागितामा अडिएको छ, प्रविधिमा आएको नवीनतम विकासले सूचना विना केही पनि नहुने अवस्था आएको छ, विगतमा सूचनाको पहुँच शासक वर्गमा मात्रै सीमित थियो, लोकतन्त्र गणतन्त्र स्थापनासँगै पारदर्शिता र जवाफदेहिता तीने तहका सरकारको प्राथमिकतामा परेको छ", मन्त्री लामिछानेले भने। उनले सूचनाको हकले नीतिगत भ्रष्टाचारलाई रोक्न महत्वपूर्ण काम गर्ने बताए। मानवअधिकारकर्मी सुदीप पाठकले मानिसका सबै अधिकारसँग सूचनाको हक जोडिएको भन्ने सूचनाको हकले लोकतान्त्रिक सरकारको सुशासन कायम गर्ने बताए। उनले सूचनाको हकले नागरिकलाई अधिकारसम्पन्न बनाउँदै राज्यको व्यवस्थामा जानकारी राख्ने लाभ हासिल गर्न सहयोग पुऱ्याउने

धारणा राखे। राज्यले गरेका काम ठीक छरेर भनेर अवगत गराउनेमा पनि सूचनाको हक आवश्यक रहेको उनले बताए। प्रदेश सूचना पुनरावेदन समिति प्रदेश अध्यक्ष हरिप्रसाद अधिकारीले सन् १९६६ मा स्विकृतनाउ सुरु भएको सूचनाको हकसम्बन्धी व्यवस्था हाल १२९ देशमा कानून नै बनाएर व्यवस्था गरिएको र ६२ देशले संविधानमा नै उल्लेख गरेर नागरिकप्रतिको जिम्मेवारी र जवाफदेही भूमिका निर्वाह गरिरहेको जानकारी गराए।

अधिकारीले नागरिकले सूचनाको हकअनुसार सूचना नपाउँदा राज्यको संयन्त्र र व्यवस्थाप्रति नै विवृण्णा पैदा हुने धारणा राखे। उनले लोकतान्त्रिक व्यवस्थामा राज्यको जिम्मेवार तहमा बसेका सूचना अधिकारी र कार्यालय प्रमुखले नागरिकलाई सहज रूपमा सूचना उपलब्ध गराएर उनीहरूको आवश्यकतालाई पूरा गर्नुपर्नेमा जोड दिए।समितिका सदस्य कृष्ण मगरले प्रदेश सरकारले ऐनले तोकेको क्षेत्रमा आधारित रहेर समितिले काम गरिरहेको जानकारी गराए।

उर्लाबारी नगरपालिका
नगर कार्यपालिकाको कार्यालय
उर्लाबारी, मोरङ कोशी प्रदेश, नेपाल

बोलपत्र स्वीकृत गर्ने आशयको सूचना
(सूचना प्रकाशित मिति: २०८१/११/२७)

यस नगरपालिकाको राष्ट्रिय स्तरको बोलपत्रमा प्रकाशित सूचना बमोजिमको समयावधीभित्र दर्ता हुन आएका बोलपत्रहरू मध्ये तलशिलमा उल्लेख भएका बोलपत्रहरूको न्यूनतम मूल्याङ्कन भई सारभूत रूपमा प्रभावग्राही भई स्वीकृतिका लागि छनौट भएको हुँदा सार्वजनिक खरिद ऐन २०६३ को दफा २७ को उपदफा २ प्रयोजनका लागि सम्बन्धित सबै बोलपत्रदाताहरूको जानकारीका लागि ७ दिने सार्वजनिक सूचना प्रकाशित गरिएको छ।

सूचना नं	आयोजनाको नाम	स्वीकृत फर्म	कवोल अंक (मू.अ.कर. सहित)
URL-BoxCulvert-Ward8-W-NCB-23-081/82	Santhi Khadi Culvert Nirman majhi tole, urlabari-8,morang	Sumnima Construction (SC), Kamal Gaupalika 3, Jhapa	24,50,700.80
URL-Mandir-Ward9-Works-NCB-09-081/82	Maharaj Durgamandir, urlabari-9, morang	Yatharoop Real Estate and Construction, Urlabari-5, morang	23,52,248.49

Gandaki Province Government
Ministry of Physical Infrastructure Development & Transport Management
Infrastructure Development Directorate
Infrastructure Development Office
Baglung
Request For Proposal (RFP)

First date of Publication: 11 March, 2025 (2081/11/27)

1. Infrastructure Development Office, Baglung Invites Request for proposals (RFP) only under hard copy system from eligible consulting firm for the Study For Site Selection, Detailed Engineering Survey, Soil Investigation, Geotechnical /Hydrological Investigation and Detailed Design of Badigad Khola Motorable Bridge, Baglung mentioned below under QCBS Procedures. All other information and RFP document can be Obtained From Infrastructure Development Office Baglung or It can be downloaded from office website idobaglung.gandaki.gov.np. All eligible firms are requested to submit hard copy proposals only as per instructions within the mentioned period below

S.N	Name of Project	Contract ID	Last Date of Submission of Proposals	Date of Opening of Proposals
1	Study For Site Selection, Detailed Engineering Survey, Soil Investigation, Geotechnical/Hydrological Investigation and Detailed Design of Badigad Khola Motorable Bridge, Baglung	IDOBAGLUNG/RFP/QCBS/BRIDGE/02/2081/82	Date: 2081/12/13 Time: 12:00 Hours Place: Infrastructure Development office, Baglung	Date: 2081/12/13 Time: 13:00 Hours Place: Infrastructure Development office, Baglung



Gandaki Province Government
Ministry of Physical Infrastructure Development & Transport Management
Infrastructure Development Directorate
Infrastructure Development Office
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**Government of Province
Ministry of Physical Infrastructure Development and
Transport Management
Infrastructure Development Directorate
Infrastructure Development Office
Baglung**

SELECTION OF CONSULTANTS REQUEST FOR PROPOSAL

RFP No: IDOBAGLUNG/RFP/QCBS/BRIDGE/02/2081/82

Selection of Consulting Services For:

**Study For Site Selection, Detailed Engineering Survey,
Geotechnical/Hydrological Investigation and Detailed
Design of Badigad Khola Motorable Bridge**

FY:2081/82



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Government of Province
Ministry of Physical Infrastructure Development and Transport Management
Infrastructure Development Directorate
Infrastructure Development Office
Baglung

Ref. No:

Date: 2081/11/27

Subject: Request for proposal

RFP No: IDOBAGLUNG/RFP/QCBS/BRIDGE/02/2081/82

1. Province Government, Gandaki Province, has allocated the fund towards the Preparation of **Study For Site Selection, Detailed Engineering Survey, Soil Investigation, Geotechnical/Hydrological Investigation and Detailed Design of Badigad Khola Motorable Bridge, Baglung** and intends to apply a portion of this fund to eligible payments under this Contract.
2. **Ministry of Physical Infrastructure Development and Transport Management, Infrastructure Development Directorate(IDD),Infrastructure Development Office (IDO), Baglung** now invites proposals to provide the following consulting services is to perform **Study For Site Selection, Detailed Engineering Survey, Soil Investigation, Geotechnical/Hydrological Investigation ad Detailed Design of Badigad Khola Motorable Bridge, Baglung**
3. 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.
4. The Request for Proposal (RFP) has been addressed to the following shortlisted consultants:

A consultant will be selected under procedures described in this RFP.

5. The RFP includes the following documents:
 - Section 1 - Letter of Invitation
 - Section 2 – Instruction to consultants and data sheet
 - Section 3 - Technical Proposal - Standard Forms
 - Section 4 - Financial Proposal - Standard Forms
 - Section 5 – Eligible Countries
 - Section 6 – Corrupt and fraudulent practices
 - Section 7- Terms of Reference
 - Section 8- Conditions of Contract and Contract Forms



6. Please inform us, upon receipt:
 - a. that you received the letter of invitation; and
 - b. Whether you will submit a proposal alone or in association.

7. The details on the services are attached in Terms of Reference. The deadline for the submission of the proposal is specified in the RFP, Section-2, Data Sheet.

.....

Yours sincerely,
Senior Divisional Engineer
Dinesh Kumar Ghimire
Office Chief



Section 2. Instructions to Consultants and Data Sheet

A. General Provisions

1. Definitions	<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/implementing/ executing agency]</i> 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</p>
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	<p>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 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</p>



	otherwise in the Data Sheet , the Consultant shall not be hired under the circumstances set forth below:
a. Conflicting activities	(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 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.
b. Conflicting assignments	(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.
c. Conflicting relationships	(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.
4. Unfair Competitive Advantage	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.
5. Corrupt and Fraudulent Practices	5.1 The GoN/DP requires compliance with its policy in regard to corrupt and fraudulent/prohibited practices as set forth in Section 6. 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. 5.3 Consultants shall be aware of the provisions on fraud and corruption stated in Clause GCC 10.1.
6. Eligibility	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>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> <p>6.3 As an exception to the foregoing Clauses 6.1 and 6.2 above:</p>
a. Sanctions	<p>6.3.1 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. The list of debarred firms and individuals is available at the electronic address specified in the Data Sheet.</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	<p>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).</p>
B. Preparation of Proposals	
7. General Considerations	<p>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.</p>
8. Cost of Preparation of Proposal	<p>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.</p>
9. Language	<p>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.</p>
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</p>



	Financial Proposal submission form (Section 4).
11. Only One Proposal	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 .
12. Proposal Validity	12.1 The Data Sheet indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline. 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. 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.
a. Extension of Validity Period	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. 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. 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.
b. Substitution of Key Experts at Validity Extension	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. 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.
c. Sub-Contracting	12.9 The Consultant shall not subcontract the whole of the Services unless otherwise indicated in the Data Sheet .
13. Clarification and Amendment of	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'



<p>RFP</p>	<p>submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to 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</p>	<p>15.1 The Technical Proposal shall not include any financial information. A</p>



<p>Proposal Format and Content</p>	<p>Technical Proposal containing material financial information shall be declared non-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</p>



	<p>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 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</p>	<p>19.1 The Client’s evaluation committee shall conduct the opening of the Technical Proposals in the presence of the shortlisted Consultants’</p>



<p>Proposals</p>	<p>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 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 (for QCBS, FBS, and LCS methods)</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 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</p>



	the prices of other activities or items, and no corrections are made to the Financial Proposal.
a. Time-Based Contracts	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 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	27.4 In the case of Least-Cost Selection (LCS), the Client will select the



Selection (LCS)	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	<p>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.</p> <p>28.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant’s authorized representative.</p> <p>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>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>
b. Technical negotiations	<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>
c. Financial negotiations	<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 initiated 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 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>In case of letter of intent after evaluation of financial proposal if the applicant is not satisfied with the decision given by the procuring</p>



	<p>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 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> <ol 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



33. Blacklisting	<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 within the period stipulated in the contract. <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) (definitions)	<p>International experts mean experts who are citizens of an eligible country. National experts mean experts who are citizens of Nepal. Nationals who possess the appropriate international experience may be considered for assignments that require international expertise. 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 and Transport Management Infrastructure Development Directorate Infrastructure Development Office Baglung The method of selection is: <u>Quality and Cost Based Selection (QCBS)</u></p>
2.2	<p>Financial Proposal to be submitted together with Technical Proposal: Yes</p> <p>The name of the assignment is: Study For Site Selection, Detailed Engineering Survey, Soil Investigation, Geotechnical/Hydrological Investigation and Detailed Design of Badigad Khola Motorable Bridge, Baglung</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 http://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 permissible: NO
12.1	Proposals must remain valid for 90 calendar days after the proposal submission deadline.
12.9	Sub-contracting is allowed for the proposed assignment : NO



<p>13.1</p>	<p>Clarifications may be requested no later than 7 days prior to the submission deadline.</p> <p>The contact information for requesting clarifications is: Ministry of Physical Infrastructure Development and Transport Management Infrastructure Development Directorate Infrastructure Development Office Baglung Facsimile: 9857620816 Email: idobaglung@gmail.com</p>
<p>14.1.1</p>	<p>Shortlisted Consultants may associate with</p> <p>(a) non-shortlisted consultant(s): NO</p> <p>(b) other shortlisted Consultants: NO</p>
<p>14.1.2</p>	<p>Not Applicable</p>
<p>14.1.3 for time-based contracts only</p>	<p>Not Applicable</p>
<p>14.1.4 and 27.2 use for Fixed Budget method</p>	<p>Not Applicable</p>
<p>16.1</p>	<ol style="list-style-type: none"> (1) a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services; (2) cost of travel by the most appropriate means of transport and the most direct practicable route; (3) cost of office accommodation, including overheads and back-stop support; (4) communications costs; (5) cost of purchase or rent or freight of any equipment required to be provided by the Consultants; (6) cost of reports production (including printing) and delivering to the Client; (7) cost for premium and other expenses for professional liability Insurance as described in prevailing PPA and PPR (8) other allowances where applicable
<p>16.2</p>	<p>A price adjustment provision applies to remuneration rates: NO</p>



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 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 (b) Financial Proposal: one (1) original (separate envelope)			
17.8	The Proposals must be received at the address below no later than: Date: 2081-12-13 Time: 12:00 hr The Proposal submission address is: Ministry of Physical Infrastructure Development and Transport Management Infrastructure Development Directorate Infrastructure Development Office Baglung			
19.1	An online option of the opening of the Technical Proposals is offered: NO The opening shall take place at: same as the Proposal submission address Date: same as the submission deadline indicated in 17.8. Time: 13:00 hr			
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.			
21.1	The number of points to be given under each of the evaluation criteria are: <table border="1" data-bbox="250 1650 1549 1818" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%; text-align: center; vertical-align: middle;">1</td> <td style="width: 75%; padding: 5px;">Specific Experience of the Consultants related to the Assignment (Specific Experience relates to the Completion of job of " Detailed Engineering Survey, Soil Investigation, Detailed Design and Report Preparation of Different Bridges" in last Seven Fiscal Years)</td> <td style="width: 20%; text-align: center; vertical-align: middle;">20</td> </tr> </table>	1	Specific Experience of the Consultants related to the Assignment (Specific Experience relates to the Completion of job of " Detailed Engineering Survey, Soil Investigation, Detailed Design and Report Preparation of Different Bridges" in last Seven Fiscal Years)	20
1	Specific Experience of the Consultants related to the Assignment (Specific Experience relates to the Completion of job of " Detailed Engineering Survey, Soil Investigation, Detailed Design and Report Preparation of Different Bridges" in last Seven Fiscal Years)	20		



2	Adequacy of the proposed work plan and methodology in responding to the Terms of Reference	30
2.1	<i>Understanding the objectives of TOR, Description and review any relevant documents like Design</i>	3
2.2	<i>Comments or suggestions on TOR</i>	2
2.3	<i>If any of key personnel has visited and described the site and has attached the supporting photographs with a site visit letter from concerned GoN agencies</i>	3
2.4	<i>Methodology to perform socioeconomic & Traffic study, methodology to perform Detailed Eng Survey, Hydrology, Soil investigation & Methodology of DPR preparation</i>	12
2.5	<i>Schedule</i>	10
3	Qualification and Competency of the Key Staffs	45
3.1.	Team Leader (Msc in Structural/Geotechnical/Transportation/Bridge Engineering or equivalent)	12
3.2	<i>Geologist/Engg.Geologist/Geo-Technical Engineer(Msc in Geotechnical Engineering/Geology or equivalent)</i>	10
3.3	<i>Road/Highway Engineer (Msc in Transportation/Highway/Bridge engineering or equivalent)</i>	5
3.4	<i>Hydrologist (Msc in Hydrology/Water Resources/Hydraulics Engineering or Equivalent)</i>	8
3.5	<i>Enviromentalst/Environmental Engineer (Msc in environmental Engineering / Environmental Science or equivalent)</i>	3
3.6	<i>Economist/Sociologist(MA in Economics or Sociology or other relevant degree)</i>	3
3.7	<i>Geodetic Engineer/Senior Surveyor (BE in Civil Engineering/Geodetic Surveying or Equivalent)</i>	4
4	Suitability of Transfer of Knowledge program	5

The minimum technical score required to pass: **60 Points.**

Note:

General experience will considered after completion of required degree.

Specific experience will be considered for experiences involving bridge projects only.

All consultants are required to submit the NEC certificates and qualification documents of the



	<p>key experts.</p> <p>Experts are requested to submit their CVs to a particular firm to avoid duplication of experts in evaluation.</p> <p>Individual Experts are also requested to submit the signed designed reports for the validity of the Designs.</p>
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	Not applicable
27.1 [a. QCBS only]	<p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100. The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> <p>$Sf = 100 \times Fm / F$, 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:</p> <p>T = 0.8 and P = 0.2</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	<p>Expected date and address for contract negotiations:</p> <p>Date: 2082 Baisakh</p> <p>Address: same as the submission place indicated in 17.8.</p>
30.4	<p>Expected date for the commencement of the Services:</p> <p>Date: 2082 Baisakh (after date of Agreement)</p>
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 0.50% of the estimate.
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

Date: 2081/...../.....

To
The Office Chief,
Infrastructure Development Office
Baglung

Dear Sir,

We, the undersigned, offer to provide the consulting services for **Study For Site Selection, Detailed Engineering Survey, Soil Investigation, Geotechnical/Hydrological Investigation and Detailed Design of Badigad Khola Motorable Bridge, Badigad 6** in accordance with your Request for Proposals dated 2081/..... and our Proposal . We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate 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.

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: _____

Notes:

- 1. Please provide the documentary evidence (e.g. completion certificate) clearly showing the name of the job/service, value of service and completion date. Any information without such evidence shall not be entertained.**
- 2. Detailed Survey and Design, Design Review and Feasibility Study of Motorable Bridges are considered relevant to the proposed job.**



FORM TECH-3

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

Form TECH-3: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Client, including: administrative support, office space, local transportation, equipment, data, etc.

A - On the Terms of Reference

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

B - On Counterpart Staff and Facilities

{Include comments on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any}

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



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. Xxyyyy, USA, 20.04.1969}														
K-3															
National															
n															
												Subtotal			
NON-KEY EXPERTS															
N-1			[Home]												
			[Field]												
N-2															
n															
												Subtotal			
												Total			



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}	



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 Summary of Costs



FINANCIAL PROPOSAL SUBMISSION FORM

Date: 2081.....

To
The Office Chief,
Infrastructure Development Office
Baglung

Dear Sir,

We, the undersigned, offer to provide the consulting services for **Study For Site Selection, Detailed Engineering Survey, Soil Investigation, Geotechnical/Hydrological Investigation and Detailed Design of Badigad Khola Motorable Bridge, Baglung** in **RFP No: IDOBAGLUNG/RFP/QCBS/BRIDGE/02/2081/82** 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.

Commissions, gratuities or fees paid or to be paid by us to an agent or any other party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

Name and Address of Agent(s)/Other party	Amount and Currency	Purpose of Commission or Gratuity
---	------------------------	--------------------------------------

.....
-------	-------	-------

{If no payments are made or promised, add the following statement: "No commissions, gratuities or fees have been or are to be paid by us to agents or any other party relating to this Proposal and, in the case of award, Contract execution."}

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: _____

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



FORM FIN-2 SUMMARY OF COSTS

BILL OF QUANTITY



Government of Province

**Ministry of Physical Infrastructure Development and Transport Management
Infrastructure Development Directorate
Infrastructure Development Office Baglung**



Name of project: Study For Site Selection, Detailed Engineering Survey, Soil Investigation, Geotechnical/Hydrological Investigation ad Detailed Design of Badigad Khola Motorable Bridge, Baglung

S.N	Particular	Unit	Total Quantity	Rate		Amount	Remarks
				Figure	In Word		
A	Desk Study						
1.00	Desk study including collection of data, Maps and other information, Planning of field works .	job	1.00				
2.00	Field works including general reconnaissance, Technical feasibility study(Reviewing and analysis of secondary and primary data including (i) Topography (ii) Nature and structure of the surface soil (iii) Nature and structure of local as well as regional geology), detailed engineering survey of the site, geological & geomorphologic study, field survey, topographic survey, site selection and environmental study, detailed hydrometric and hydrological study and preliminary soil investigation in test pits all complete.	job	1.00				
	Sub Total (A) of desk study and field works and transportaion						
	Submission of inception Report - 1 copies	If the bridge is found to be unfeasible then the contract will be terminated at this stage and payment shall be made only up to the subtotal above					
B	Transportation and logistic support						
3.00	Transportation of personals,Tools and equipment's for survey and Stationary and logistic support	job	1.00				
	Sub Total (B)						
C	Detail Design and report preparation						
1.00	Analysis of data, conclusion and recommemdaton of design parameter and Detailed design works, preparation of cost estimates including bridge type selection, design of bridge, approach roads and river training works and preparation of drawing works ,	job	1.00				



	Preparation and submission of report as per TOR (separate sets of each bridge including copy of final approved report in electronics format (preferable in pen drive USB 3.0) , Draft report 1 copy and final report 3 copies- each consisting the main report and drawing) all complete.					
	Sub Total (C)of Detail design and report preparation					
D	Drilling of boreholes and carryout specified Field and Laboratory tests as per the TOR(Test pits and auguring Boreholes, field tests and laboratory tests Undisturbed Soil Sampling Standard Penetration Test Grain size analysis Hydrometer analysis Moisture content Bulk and dry density Unconfined compression test Consolidation test Direct shear test) all complete.					
1	Mobilisation and Demobilisation of drilling / Boring equipments, accessories, etc	nos	1.00			
2	Erect dismantle and move boring rig with drilling equipments at each bore hole complete as directed by the Engineer..	nos	2.00			
3	Drilling 0 to 20 m in clayey,sandy soils,& gravel mixed soils (Type_1)	m	32.00			
4	Drilling 0 to 16 m in gravel,pebbles,cobbles & boulders, soft and hard rock (Type_2)	m	8.00			
5	Taking disturbed sample during drilling as directed by the Engineer.	nos	20.00			
6	Carry out Standard penetration test (SPT) during boring as directed by the Engineer	nos	20.00			
	Sub Total (D)					
E	Providing Professional Liability Insurance	LS	1.00			
	Total (A+B+C+D+E) excluding Vat					
	Vat @ 13%					
	Grand Total					

Authorised Signature:
Name and title of authorised person:
Name and Address of the firm:

Date:
Seal:



Section 5. Eligible Countries

NEPAL



Section 6. Corrupt and Fraudulent Practices

[“Notes to the Client”: The following text is for GoN funded assignment and shall not be modified. In case DP funded project use DP’s policy on 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

Refer Appendix A



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

FORM OF CONTRACT

CONTRACT FOR CONSULTING SERVICES

Contract No: IDOBAGLUNG/RFP/QCBS/BRIDGE/02/2081/82



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Preface

1. The standard Contract form consists of four parts: the Form of Contract to be signed by the Client and the Consultant, the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC); and the Appendices.
2. The General Conditions of Contract shall not be modified. The Special Conditions of Contract that contain clauses specific to each Contract intend to supplement, but not over-write or otherwise contradict, the General Conditions.



I. Form of Contract

LUMP-SUM

(Text in brackets [] is optional; all notes should be deleted in the final text)

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”).

[Note: If the Consultant consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Client”) and, on the other hand, a Joint Venture (name of the JV) consisting of the following entities, each member of which will be jointly and severally liable to the Client for all the Consultant’s obligations under this Contract, namely, *[name of member]* and *[name of member]* (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;
- (c) the Client has received *[or has applied for]* a loan *[or grant or financing]* from the Donor Agency: toward the cost of the Services and intends to apply a portion of the proceeds of this *[loan/grant/financing]* to eligible payments under this Contract, it being understood that (i) payments by the Donor will be made only at the request of the Client and upon approval by the Donor; (ii) such payments will be subject, in all respects, to the terms and conditions of the *[loan/grant/financing]* agreement, including prohibitions of withdrawal from the *[loan/grant/financing]* account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Donor, is prohibited by the decision of the United Nations Security council taken under Chapter VII of the Charter of the United Nations]; and (iii) no party other than the Client shall derive any rights from the *[loan/grant/financing]* agreement or have any claim to the *[loan/grant/financing]* proceeds;

[Note: Include Clause (c) only in case of donor-funded projects.]

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: : **[Note: If any of these Appendices are not used, the words “Not Used” should be inserted next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.]**

- Appendix A: Terms of Reference
 Appendix B: Key Experts
 Appendix C: Breakdown of Contract Price
 Appendix D: Form of Advance Payments Guarantee [Use only for donor-funded project only. Specify “Not Applicable” for GoN funded projects]
 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.

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]



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.

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 Contract for Failure to Become Effective

12.1. If this Contract has not become effective within such time period 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 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 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 Clauses 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.

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 interests 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 Disclose Conflicting Activities

21.1.5 The Consultant has an obligation and shall ensure that its 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

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.

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 :

- (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

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 or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

24. Liability of the Consultant

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.

25. Insurance to be Taken out by the Consultant

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 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 and Materials

29.1 Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the 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 or 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 Applicable Law Related to Taxes and Duties

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

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 I 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



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

[Notes in brackets are for guidance purposes only and should be deleted in the final text of the signed 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 and Transport Management Infrastructure Development Directorate Infrastructure Development Office Baglung _____ Attention : _____ Cable Address: _____ Tel : 9857620816 E-mail idobaglung@gmail.com</p> <p>Consultant : Address: Attention : Cable Address: Tel: Facsimile : E-mail :</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: [name, title] _____</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 <i>Four Months</i></p>



<p>13.1</p>	<p>Commencement of Services:</p> <p>The number of days shall be <i>Seven</i></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>
<p>14.1</p>	<p>Expiration of Contract:</p> <p>The time period shall be <i>Four Months</i>.</p>
<p>21 b.</p>	<p>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</p>
<p>24.1</p>	<p>No additional provisions.</p> <p>[OR</p> <p>“Limitation of the Consultant’s Liability towards the Client:</p> <p>(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client’s property, shall not be liable to the Client:</p> <p>(i) for any indirect or consequential loss or damage; and</p> <p>(ii) for any direct loss or damage that exceeds (A) the total payments for professional fees and reimbursable expenditures made or expected to be made to the Consultants hereunder, or (B) the proceeds the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (A) or (B) is higher;</p> <p>(b) This limitation of liability shall not</p> <p>(i) affect the Consultant’s liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</p> <p>(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Applicable Law of the Client’s country.</p>
<p>25.1</p>	<p>The insurance coverage against the risks shall be as follows:</p>



	(a) Professional liability insurance, with a minimum coverage of Agreement amount including VAT.
28.1	NA
28.2	The Consultant shall not use these for purposes unrelated to this Contract without the prior written approval of the Client.
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 [insert as appropriate: “be paid” or “reimbursed”] by the Client [insert as appropriate: “for” or “to”] the Consultant.
42.2	The payment schedule: (i) Payment I: Fifty Percent (50%) of contracted amount upon satisfactory submission of Draft Report. (ii) Payment II: Fifty Percent (50%) of contracted amount upon satisfactory submission of final report after incorporating the all comments from IDO office (iv) From each of the above payments necessary tax deduction shall be made as per prevailing government rules and the deducted amount shall be forwarded to the Tax authorities, (v) The consultant is required to furnish to the client documents evidencing deposit of VAT to the concerned tax office.
42.2.1	Advance Payment: NA
42.2.4	The accounts are: for local currency
43.1	The proportion of payments retained is: NA
44.1	The interest rate is: NA
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.	(b) Contracts with domestic consultants: Arbitration shall be conducted in accordance with Nepal Arbitration Act



IV. Appendices

APPENDIX A – TERMS OF REFERENCE



Reporting Format

Government of Province

Ministry of Physical Infrastructure development and Transport Management

Infrastructure Development Directorate

Infrastructure Development Office

Baglung

Final Report

On

Study For Site Selection, Detailed Engineering Survey, Soil Investigation, Geotechnical/Hydrological Investigation and Detailed Design of Badigad Khola Motorable Bridge, Baglung

Submitted By

.....
.....

Fax No:

E-mai

DATE



Reporting Outline should be as follows

Acknowledgement

Salient Features (in prescribed format)

Table of contents

Executive Summary

1. **Introduction**

1.1 Background

1.2 Objective

1.3 Scope and Limitation

1.4 Approach and Methodology

*



APPENDIX B - KEY EXPERTS

[Insert a table based on Form TECH-6 of the Consultant's Technical Proposal and finalized at the Contract's negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]

[Specify Hours of Work for Key Experts: List here the hours of work for Key Experts; travel time to/ from the Client's country; public holidays etc. Make sure there is consistency with Form TECH-6. In particular: one month equals twenty five (25) working (billable) days. One working (billable) day shall be not less than seven (7) working (billable) hours (total 40 hours a week).]

APPENDIX C – BREAKDOWN OF CONTRACT PRICE

{Insert the table with the unit rates to arrive at the breakdown of the lump-sum price. The table shall be based on [*Form FIN-3 and FIN-4*] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [*Form FIN-3 and FIN-4*] at the negotiations or state that none has been made.}



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])*

Experts		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration rate per Working Month/Day/Year	Social Charges ₁	Overhead ₁	Subtotal	Profit ₂	Away from Home Office Allowance	Agreed Fixed Rate per Working Month/Day/Hour	Agreed Fixed Rate per Working Month/Day/Hour ₁
Home Office									
Work in the Client's Country									

1 Expressed as percentage of 1

2 Expressed as percentage of 4

* If more than one currency, add a table

Signature

Date

Name and Title: _____



APPENDIX D - FORM OF ADVANCE PAYMENTS GUARANTEE

[See Clause GCC 42.2.1]

Bank Guarantee for Advance Payment

Guarantor: _____ [insert commercial Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: _____ [name and address of Client]

Date: _____ [insert date]

ADVANCE PAYMENT GUARANTEE No.: _____ [insert number]

We have been informed that _____ [name of Consultant or a name of the Joint Venture, same as appears on the signed Contract] (hereinafter called "the Consultant") has entered into Contract No. _____ [reference number of the contract] dated _____ [insert date] with the Beneficiary, for the provision of _____ [brief description of Services] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of _____ [insert amount in figures] () [amount in words] is to be made against an advance payment guarantee.

At the request of the Consultant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ [amount in figures] () [amount in words]¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's written statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Consultant is in breach of their obligation under the Contract because the Consultant has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Consultant has failed to repay.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultant on their account number _____ at _____ [name and address of bank].

¹ The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency (ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Client.



The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in certified statements or invoices marked as “paid” by the Client which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the payment certificate or paid invoice indicating that the Consultant has made full repayment of the amount of the advance payment, or on the ___ day of _____ [month], _____ [year],² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 revision, ICC Publication No. 758.

[signature(s)]

Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.

² Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Client might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Client’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”



APPENDIX E – MEDICAL CERTIFICATE

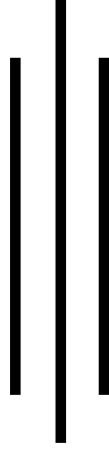


APPENDIX F –MINUTES OF NEGOTIATION MEETINGS



Objective of Consultancy Services and TOR

**Government of Province
Ministry of Physical Infrastructure Development
And Transport Management
Infrastructure Development Directorate
Infrastructure Development Office
Baglung**



Terms of Reference *For*

Study For Site Selection, Detailed Engineering Survey, Soil Investigation, Geotechnical/Hydrological Investigation ad Detailed Design of Badigad Khola Motorable Bridge, Baglung



1.0 INTRODUCTION

Ministry of Physical Infrastructure Development and Transport Management, Infrastructure Development Directorate, Infrastructure Development Office, Baglung (herein after referred to as the “Client”) intends to utilize services of engineering consulting firms well experienced in the fields of soil investigation, hydrological studies, bridge engineering, river training works, environment aspects etc.(herein after referred to as the “ Consultant”) for **Study for Site Selection ,Detailed Engineering Survey, Soil Investigaion, Detailed Design, Cost Estimation, and Report Preparation of Motorable Bridges** including river training works and approach roads(herein after referred to as the “Service”) as mentioned below:

S.No	Name of Bridge	Location	District	Tentative type
1	Badigad Khola Bridge	Over Badigad Khola Connecting Badigad ward 6 and Musikot ward 1	Baglung	Medium

The physical parameters of the bridge shall be determined in accordance with the category of the road and/or any other specialties of the project. The name/site/district of bridge on package may be replaced or changed due to technical or any other reasons. Consulting firm must coordinate before commencement of site with MOPID/IDD/IDO.

2.0 OBJECTIVE

The main objective of this “service” is to

2.1 Identification of probable axis/ axes for location (of a bridge/river crossing) based upon the initial geological study and river hydrology as well as access road and demand. Identification of possible alternatives of river crossings feasible for the site.

2.2 Detailed topographical survey, hydrological and geological/ geo technical investigation of the identified river crossing site.

2.3 Detailed analysis, design, drawings and cost estimate of river crossing (bridge/vented causeway/ multi cell culvert as required) and its approach as well as protection works.

3.0 SCOPE OF WORK

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

3.1 Identification Phase

Desk Study: The “Consultant” (team of Bridge engineer, Geologist and Hydrologist) shall carry out a desk study collecting all data, maps and information and reviewing for planning of further fields survey and investigation works as well as detailed design. In this study the following points related to the probable location of the river crossing shall be studied in detail.

- i. Topography, available maps and imageries.
- ii. Nature and structure of the surface soil



- iii. Nature and structure of local as well as regional geology
- iv. River hydrology

Site Observation: A comprehensive site visit shall be carried out by the team of bridge engineer, geologist and hydrologist. In the site observation visit, the Consultant shall

- Identify the possible axes and its location (GPS aided)
- The condition of approach/ access road or effect of approach road roads on properties
- Initial geological and hydrological studies
- Collect information on general description of the alignment for which the river crossing is meant to be.
- Sketch the rough plan and cross-section of the axes with indication of flow pattern and level.

Bridge Site Selection

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

3.2 Investigation Phase

During the Investigation Phase the “Consultant” shall perform

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

- (i) Contours at 1.0 m intervals in hilly area and at 0.25 m in plain area.
- (ii) Flood lines on either sides of the river in the entire area surveyed.
- (iii) Lines with spot levels along which the bed slope of the river is taken
- (iv) Both banks of the river
- (v) Lines along which cross section of the river is taken
- (vi) Govt. and/or public establishments
- (vii) Traverse lines, benchmarks reference lines and/or points with respect to which the present top map is prepared.
- (viii) The angle and direction of skew, if the bridge is proposed to be aligned skew.
- (ix) The Names of the nearest identifiable villages/towns etc. in either ends of the bridge.
- (x) Other information relevant to design, construction and/or maintenance of the bridge.
- (xi) Drawings should show in the following minimum scales:
 - Map 1:1000 and 1:500
 - Cross Sections, 1:200
 - Longitudinal elevation, 1:500
 - Bridge cross section, 1:200

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

- (i) catchment area of the river up to bridge site
- (ii) Length of the river from origin up to bridge site
- (iii) Possibility of change of catchment
- (iv) Nature, size and quantities of debris carried by the river
- (v) Intensity, duration and distribution of rain in the catchment
- (vi) Vegetation, cultivation etc. of the catchment.



- (vii) Existence of reservoir's, Lakes etc. in the catchment.
- (viii) Existing bridge or other hydraulic structures across the river in the vicinity of the proposed bridge site with their details as much as possible.
- (ix) General slope of the river from the critical point (origin) of the river up to bridge site and general slope of the catchment in both sides of the river.
- (x) Cross sections covering 200m beyond flood lines of the river at proposed bridge site, at about 500m. u/s and about 200m d/s. Wherein HFL, LWL, LBL, area of the cross section, wetted perimeter and geological profile with silt factor of each strata (at proposed bridge site only) shall be indicated. (Horizontal and vertical scale of the cross section shall be the same.)
- (xi) Bed slope of the river which must start from 100 m up of the U/S cross section and end at 100 m down of the D/S cross section
- (xii) Maximum discharge calculated by established formulas with different return periods and the peak discharge observed over a period of 100 years.
- (xiii) Velocity and depth of flow at the time of survey.
- (xiv) Shifting of the river in the past at proposed bridge site and in its vicinity.
- (xv) Other information required for river control, design, construction and maintenance of the bridge.
- (xvi) Type of proposed foundation and Sub-Structure.
- (xvii) River Training.
- (xviii) Scour Depth and Maximum scour depth.

After site visit, Survey and preliminary Hydrological Analysis the consultant shall submit the “**Site Visit/Preliminary report**” and this report shall contain:

- Survey Map of bridge site showing possible bridge axes with approach roads
- Necessity and effect of the bridge and its approach roads to the properties like land, private properties and public utilities.
- Initial Estimate of bridge length requirements, possible structural and span arrangement and approach roads requirements
- Necessity of dismantling the existing bridge, relocation of the utilities etc., if there is any

3.2.3 Seismological Study:

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

3.2.4 Consideration on Environment Protection

The consultant shall predict damages to the Environment and attempt to mitigate or minimize the damages by choosing appropriate site, cross-section, type of structures etc. and suggest appropriate measures in the design for protection of surrounding Environment.

3.2.5 Subsurface Exploration

Before starting the subsurface exploration, the Consultant shall discuss the collected hydrological data and the following points with concerned Person of IDD/IDO for final decision of the bridge and causeway sites:-

- (i) Design discharge
- (ii) Scour depth, Maximum Scour depth



- (iii) Linear waterway needed to be provided
- (iv) Anticipated soil condition for foundation
- (v) The most feasible proposed bridge site
- (vi) River- training & approach roads.
- (vii) Type of proposed foundation, substructure and superstructure.

3.2.6 Geo- technical Investigation: After discussion and finalizing of the site/axis the consultant shall carry out subsurface exploitation, which shall include the followings:

Test pits and auguring

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

Bore-holes, field tests and laboratory tests

The properties of the underlying soil are determined by field and laboratory tests of the soil samples obtained from the bore holes drilled to a depth as mentioned in the next section and/or the Bill of Quantities. As far as possible, the locations of the boreholes shall be under each abutment and piers. Generally the following tests are conducted for determination of soil properties:

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

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

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

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



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

3.2.7 Reports of the Investigation Phase (Analysis of Data, Conclusion and Recommendation of Design Parameters):

The “Consultant” shall perform concept design before proceeding with detail design, and the consultant shall inform the Client on;

- Geometry of the intended bridge
- Type of the Bridge and its structural arrangements
- Design Standards to be followed

For this, the consultant shall submit an **Investigation and Concept Design Report** based upon the above mentioned studies and investigation. Consultant shall make the best use of their technical know-how and professional skill to arrive at and recommend the most cost effective design parameters regarding appropriate river crossing. The consultant shall also in the report discuss in detail at least three different options and shall recommended the most appropriate option for the proposed river crossing.

3.3 Design Phase

During the Design Phase the “Consultant” shall perform the following tasks.

Detailed design and quantity/cost estimates: Based on the collected and presented information in the “Preliminary Design Report” mentioned above the Consultant shall design the bridge following the approved standard code of practice, norms and guidelines.

With the design, the consultant shall propose Erection method and Risk analysis during flood, if there is any.

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

Depending upon the site condition and other factors the Consultant can use the Standard Design of the part(s) of the bridge, which shall be made available by the Employer. This matter will be discussed and finalized during the presentation of the Preliminary Design or at a later stage convenient to both parties. If such Standard Design is used the Consultant shall adjust the design of other parts of the bridge to incorporate the parameters of the Standard Design. If it is decided to use any Standard Design, the pavements shall be adjusted according to the Conditions of Contract and/or as mentioned in the Price Schedule.

Draft Report (1 copies): The Consultant shall submit a Draft Design report and the report shall in all respect be complete, containing all the required components of the design. The Report shall be in the format as decided and required by the client.

Final Report (3 copies): After receiving the comments in Draft Design the consultant shall consider the comments/suggestions and make corrections or amendments if required and submit the Final Report. It does not, however, relieve the Consultant of their responsibility over the technical content of the design. The Final Report shall be submitted in electronic version too.



4.0 TIME SCHEDULE

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

S. N.	Activities	Time period (Weeks from Date of Contract Signing)
1	Contract signing	
2	Field mobilization	1 st week
3	Inception Phase/Inception report submission	2 nd week
4	Geo Tech Investigation and Concept Design	8 th weeks
4	Detailed Survey of Bridge and Geological, Hydrological.	8 th weeks
5	Design Phase	9 th weeks
6	Draft report submission	10 th weeks
7	Final report submission	11 th weeks

The Total contract period 3 month (11 weeks) from the date of agreement.

5.0 DEFECT LIABILITY

If not indicated otherwise in the contract documents the consultant shall have the following responsibilities;

Responsibility for survey and design

Submission of the final reports does not relieve the consultant from their responsibility to the design. They shall bear full responsibility for:

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

Assistance during construction phase

During construction the consultants, upon written request from the Client, shall visit the bridge site and provide necessary technical assistance. The consultants shall make necessary site visits and do all the necessary design revisions as and when required for all the cases arising out of the shortcomings in the design submitted and approved earlier.



6.0 REPORTS AND DELIVERABLES

The Consultant shall submit the following Reports

Reports and Documents	Remarks
1.0 Site visit Report/Preliminary Report including Survey, Hydrological and Preliminary Reporting	
2.0 Geotechnical Investigation and Concept Design Report	
3.0 Detailed Design Reports (DRAFT and FINAL) (Survey, investigations, Analysis and Design, Drawings, Detail Quantity Calculations and \cost Estimates, special provisions to standard specifications if any, Appendices)	
4.0 As the Part of the Final Report the Consultant shall provide <ul style="list-style-type: none"> The electronic copy of the workable input files, if any software has been used for the design The electronic copy of editable calculation sheets that have been used during the design calculations. 	

All reports are considered to be owned by client

All the Drawings and Reports shall be signed by the respective expert/engineers and checker with clear names and contact indicating like that it has been internally checked and approved prior submission to client.

7.0 CONSULTANTS'S TEAM

The Consultant shall engage a team of experts as mentioned below for the tasks as per this Terms of Reference.

Position	Relevant			Remarks
	Minimum Qualification Requirements	General Experience (min)	Specific experience (min)	
A. Professional				
Structural /Bridge Engineer	Master in Structural/ Geotechnical /Transportation/Bridge engineering or equivalent	5 years	3 years	After Master
Geologist/Engg.Geologist/Geo-Technical Engineer	Master in Geotechnical Engineering/Geology or Equivalent	5 years	3 years	After Master
Hydrologist	Master in Hydrology/Water Resources/Hydraulics Engineering or Equivalent.	5 years	3 years	After Master
Road/Highway Engineer	Master in Transportation/Bridge/Highway engineering or Equivalent	5 years	3 years	After Master
Environmental/Environmental Engineer	Master in Environmental Engineering or Environmental Science or equivalent	3 years	3 years	After Master
Economist/Sociologist	Masters in Economics or Sociology or other relevant degree	3 years	3 years	After Master
Senior Surveyor / Geodetic Engineer	Bachelor's Degree in Civil Engineering/Geodetic Surveying or Equivalent.	3 years	3 years	After Bachelors



Besides the Consultant shall deploy all the required human resources and support staffs for the completion of all the tasks as per this Terms of Reference.

Consulting firm/s must submit a separate team of key personnel for different packages.

8.0 TRANSFER OF KNOWLEDGE

As a part of “Transfer of knowledge” the Consultant is required to perform the tasks as indicated in the table below during Design (Phase 3);

Tasks	Requirements
Perform the explanation of entire bridge design process and calculation in the Client’s premises to the designated persons of the Clients in a workshop. All the cost of this explanatory workshop shall be borne by the Consultant and is supposed to be included in the costs stated in the Price Schedule	Required

9.0 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 and after the approval from IDD, Gandaki Province, Pokhara, Kaski.

No	Payment%	Item	Remarks
1	50	Upon Submission of Draft Report acceptable to IDO Baglung	
2	50	Upon Submission of Final Report acceptable to IDO Baglung	Will be reduced as indicated in the Price Schedule if existing superstructure design has been used.

All the above payments are subjected to the “Retention” as per the prevailing law and “Retention to cover Defect Liability”

10.0 PRESENTATION

The idea behind this presentation is the active participation and feedbacks from the IDD/IDO officers, the project staffs & Consultants and other stakeholders of the project. Hence, the Consultant should organize such presentations before submission of inception, draft and final report. Before inception report presentation the consultants must visit field with experts including hydrologist. Hydrologist study, bridge tentative arrangement, conceptual design should be included in inception report presentation.

11.0 LIAISON WITH ENGINEER IN-CHARGE

The consultants are required to maintain close liaison with the engineer in-charge. The consultant should coordinate with the engineer in-charge prior to commencement of detailed survey.. The consultant must inform Infrastructure Development Office of concerned district before starting the actual job on field.



The consultant shall consult with the local peoples and submit the minutes of meetings and attach supporting photographs too.

12.0 MANAGEMENT OF ASSIGNMENT

The IDO syangja will administer the Consultant's work. The Consultant will work in close coordination with IDO. In order to accomplish the roles and responsibilities in a timely manner, s/he has to start the work immediately after signing the contract agreement. The Consultant is responsible for coordination with IDO and other stakeholders. The Consultant shall perform the task under the guidance of IDO. Consultant should report to client through Team Leader and under take their defined work on the guidance/supervision of Team Leader.

13.0 TAXATION

The Consultant is fully responsible for all taxes applicable as per the rules and regulations of Government of Nepal and for that the taxes shall be deducted at the source at the time of payment. All payments shall be made after deducting taxes.