



Request for Proposals For District Road Maintenance Sub-Engineer (DRMSE)

Time Based

Government of Province Lumbini Province Ministry of Physical Infrastructure Development Transport Infrastructure Directorate Butwal, Rupandehi



SELECTION OF CONSULTANTS

REQUEST FOR PROPOSALS

RFP No.: 03/DRMSE/RFP/TID/077/078

Selection of Consulting Services for: District Road Maintenance Sub-Engineer (DRMSE)

Project: Providing Technical Assistance for District RoadMaintenanceOffice Name:Transport Infrastructure DirectorateOffice Address:Butwal, Rupandehi

Financing Agency: Government Budget

Issued on: 11th April, 2021



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PART I

Section 1. Letter of Invitation

RFP No; 03/DRMSE/RFP/TID/077/078 Date : 11th April, 2021

- Road Infrastructure Development Office (RIDO) under Transport Infrastructure Directorate (TID) has received budget from Provincial Government, Lumbini Province toward the cost of Individual Consultant (District Road Maintenance Sub-Engineer, DRMSE) and intends to apply a portion of this Grant to eligible payments under this Contract for which this Request for Proposals is issued.
- 2. The Client now invites proposals to provide the following individual consultants: District Road Maintenance Sub-Engineer (DRMSE) (hereinafter called "Services"): More details on the Services are provided in the Terms of Reference (Section 7).
- 3. This Request for Proposals (RFP) has been open to all the interested individual consultants for the following posts:

S.N.	Position	Office and District	Nos	Minimum Qualification and Work Experiences
1	District Road Maintenance Engineer (DRME)	1 in each RIDO (RIDO Rupandehi, Rolpa and Dang)	5 (11100)	Bachelor in Civil Engineering or equivalent with at least Three (3) years experience in planning, implementation, monitoring and supervision of rural/district road maintenance works.
2	District Road Maintenance Sub Engineer (DRMSE)	1 in each RIDO (RIDO Rupandehi, Palpa, Gulmi, Arghakhanchi, Rolpa, Rukum East, Dang, Banke and Bardiya)	y (rune)	Diploma in Civil Engineering or equivalent with at least Three (3) years experience in planning, implementation, monitoring and supervision of rural/district road maintenance works.

- 4. An individual consultant will be selected under Fixed Budget Selection Method (FBS) and procedures described in this RFP.
- 5. The RFP includes the following documents:

Section 1 - Letter of Invitation Section 2 - Instructions to Consultants and Data Sheet Section 3 - Technical Proposal - Standard Forms Section 4 - Financial Proposal - Standard Forms Section 5 – Eligible Countries Section 6 – GoN/DP's Policy – Corrupt and Fraudulent Practices Section 7 - Terms of Reference Section 8 - Standard Forms of Contract

6. Details on the proposal's submission date, time and address are provided in Clauses 17.8 of the ITC.



Section 2. Instructions to Consultants and Data Sheet

A. General Provisions

1. Definitions	(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.
	(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.
	(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.
	(d). "Client" means the <i>[procuring entity/</i> implementing/ executing agency] that signs the Contract for the Services with the selected Consultant.
	(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.
	(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).
	(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.
	(h). "Day" means a calendar day.
	(i). "Development Partner (DP)" means the country/institution funding the project as specified in the Data Sheet.
	 (j). "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
	(k). "Government" means the government of the Nepal.

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गायात प्रतान. युकाम प्रतन.	(I). "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.	
	(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.	
	(n). "ITC" (this Section 2 of the RFP) means the Instructions to Consultants that provides the shortlisted Consultants with all information needed to prepare their Proposals.	
	(o). "LOI" (Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants.	
	(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.	
	 (q). "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant. 	
	(r). "RFP" means the Request for Proposals prepared by the Client for the selection of Consultants, based on the SRFP.	
	(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.	
	(t). "Services" means the work to be performed by the Consultant pursuant to the Contract.	
	(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.	
	(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	

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2. Introduction	 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. 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.
	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.
	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 .
3. Conflict of Interest	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.
	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.
	Without limitation on the generality of the foregoing, and unless stated otherwise in the Data Sheet , the Consultant shall not be hired under the circumstances set forth below:
a. Conflicting activities	 (i) <u>Conflict between consulting activities and procurement of goods,</u> works or non-consulting services: 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

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b.	Conflicting assignments	Ex hir an	nflict among consulting assignments: a Consultant (including its perts and Sub-consultants) or any of its Affiliates shall not be ed for any assignment that, by its nature, may be in conflict with other assignment of the Consultant for the same or for another ent.
с.	Conflicting relationships	Ex rel inc Re Co	lationship with the Client's staff: a Consultant (including its perts and Sub-consultants) that has a close business or family ationship with a professional staff of the Client or are directly or lirectly involved in any part of (i) the preparation of the Terms of ference for the assignment, (ii) the selection process for the ntract, or (iii) the supervision of the Contract, may not be arded a Contract.
4.	Unfair Competitive Advantage	Consultant derive a c related to in the Data with this R	ss and transparency in the selection process require that the s or their Affiliates competing for a specific assignment do not ompetitive advantage from having provided consulting services the assignment in question. To that end, the Client shall indicate Sheet and make available to all shortlisted Consultants together FP all information that would in that respect give such Consultant competitive advantage over competing Consultants.
5.	Corrupt and Fraudulent Practices	fraudulent/ 5.2 In furt cause its representa relating to case of av	DN/DP requires compliance with its policy in regard to corrupt and prohibited practices as set forth in Section 6. Ther pursuance of this policy, Consultant shall permit and shall sub-consultants and sub-contractors to permit GoN/DP or its tives to inspect the accounts, records and other documents the submission of the Proposal and execution of the contract, in vard, and to have the accounts and records audited by auditors by the GoN/DP.

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गायात व्वाधी के मुकाम हर्ड्या.	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.	
	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 .	
	6.3 As an exception to the foregoing Clauses 6.1 and 6.2 above:	
a. Sanctions	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 .	
b. Prohibitions	6.3.2 Firms and individuals shall have the nationality of an eligible countries as indicated in Section 5 (Eligible Countries) and:(a) as a matter of law or official regulations, Nepal prohibits commercial	
	 (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. 	
c. Restrictions for public employees	6.3.3 Government officials and civil servants may only be hired under consulting contracts, either as individuals or as members of a team of a consulting firm, if permitted under GoN/DP policy, and their employment would not create a conflict of interest).	

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	gant acar	B. Preparation of Proposals
7.	General Considerations	7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.
8.	Cost of Preparation of Proposal	8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.
9.	Language	9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in the English language.
10	Documents Comprising the Proposal	 10.1 The Proposal shall comprise the documents and forms listed in the Data Sheet. 10.2 The Consultant shall furnish information on commissions, gratuities and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).
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

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भगवात प्राणित के मुकाम इट्टन	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 RFP	13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the Data Sheet before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to 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	

भीतित हातार भिनी भूर्यप्रि भीतित हातार भिनी भूर्यप्रि भागायात प्रतीप्रि बुकान बुरुक.	clarification, it shall do so following the procedure described below:
	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.
	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.
	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.
14. Preparation of Proposals – Specific	14.1 While preparing the Proposal, the Consultant must give particular attention to the following:
Considerations	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 Consultant shall be a lead member.
	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.
	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

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Janu 2004	adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the Data Sheet .
	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.
15. Technical Proposal Format and Content	15.1 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.
	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.
16. Financial Proposal	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 .
a. Price Adjustment	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 .
b. Taxes	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 .
c. Currency of Proposal	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.
d. Currency of Payment	16.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

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gant Score	C. Submission, Opening and Evaluation
17. Submission, Sealing, and Marking of Proposals	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.
	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.
	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.
	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.
	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.
	17.6 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked "TECHNICAL PROPOSAL", "[Name of the Assignment]", reference number, name and address of the Consultant, and with a warning "Do NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE]."
	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."

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	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.	
	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.	
18. Confidentiality	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.	
	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.	
	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.	

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19. Openting of Technical Proposals	19.1 The Client's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the shortlisted Consultants' authorized representatives who choose to attend. The opening date, time and the address are stated in the Data Sheet . The envelopes with the Financial Proposal shall remain sealed and shall be securely stored until they are opened in accordance with Clause 23 of the ITC.	
	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 .	
20. Proposals Evaluation	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.	
	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.	
21. Evaluation of Technical Proposals	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 .	
	21.2 Proposed experts, involved in the firms' work in hand will not be	

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मिगयात प्रवाणमें अप्ति वृत्राम इत्या	ongoing assignment. 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.
22. Financial Proposals for QBS	 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. 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. 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 in the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution, if public entity receives instruction from Government of Nepal.
23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)	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.

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भागवास प्रवर्धाः के मुकाम प्रवर्धः	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.
	These Financial Proposals shall be then opened, and the following information will be recorded:
	 (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 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.
24. Correction of Errors	24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.
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

गिरायात प्रथित क. मुकाम बुद्धका	(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.

R

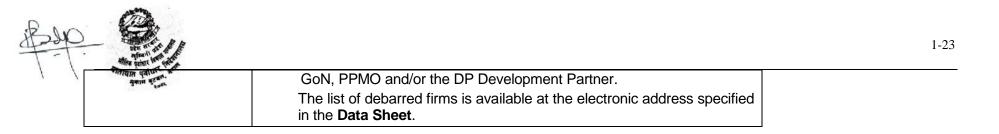
b	27.2 In the case of FBS, those Proposals that exceed the budget indicated i
Selection (FBS)	Clause 14.1.4 of the Data Sheet shall be rejected.
	27.3 The Client will select the Consultant that submitted the highest-ranke Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract.
c. Least-Cost Selection (LCS)	27.4 In the case of Least-Cost Selection (LCS), the Client will select th Consultant with the lowest evaluated total price among thos consultants that achieved the minimum technical score, and invite suc Consultant to negotiate the Contract.
	D. Negotiations and Award
28. Negotiations	 28.1 The negotiations will be held at the date and address indicated in th Data Sheet with the Consultant's representative(s) who must hav written power of attorney to negotiate and sign a Contract on behalf of the Consultant.
	28.2 The Client shall prepare minutes of negotiations that are signed by th Client and the Consultant's authorized representative.
	28.3 The date, time and address for the negotiations will be advised i writing by the client. The notification period shall be at least 15 days for international selection and 7 days for national selection.
a. Availability of Key Experts	28.3 The invited Consultant shall confirm the availability of all Key Expert included in the Proposal as a pre-requisite to the negotiations, or, 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 t negotiate the Contract with the next-ranked Consultant.
	28.4 Notwithstanding the above, the substitution of Key Experts at th negotiations may be considered if due solely to circumstances outsid the reasonable control of and not foreseeable by the Consultan 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, where shall have equivalent or better qualifications and experience than the test of the contract.

गतायात प्रवाधाः क्र मुकाम बुट्कर.	original candidate.
b. Technical negotiations	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.
c. Financial negotiations	 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. 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. 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.
29. Conclusion of Negotiations	 29.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Consultant's authorized representative. 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.
30. Award of Contract	 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. 30.2 If the review application is not received by the Client pursuant to

the start of the		
गायात प्राणः कर्म कुकान कुकूतः	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.	
	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.	
	30.4 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet .	
	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.	
31. Request for Information/ Complaints	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.	
	In case of letter of intent after evaluation of financial proposal if the applicant is not satisfied with the decision given by the procuring entity and/or the decision is not given by the Procuring Entity within 5 days, then the applicant can file a complaint to the Review Committee within 7 days. The Applicant filing application for review shall have to	

गाव हागाः एत्याः गतायात प्रवाधाः इत्याः युकाम इत्याः	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.	
	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.	
	 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. 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. 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.	
32. Conduct of Consultants	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.	
	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:	
	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 	

गतायात प्रतान. मुकाल पुटलन.	 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.	
	 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	 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: 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 20.2 of the ITC. 	
	 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. 	
	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	





E. Data Sheet

A. General		
ITC Clause Reference		
1(i)	Development Partner (DP) is: Not Applicable	
2.1	Name of the Client: Transport Infrastructure Directorate (TID), Lumbini Province, Butwal, RupandehiButwal, RupandehiMethod of selection: Fixed Budget Selection Method (FBS)	
2.2	Financial Proposal to be submitted together with Technical Proposal:Yes	
	The post of the hiring the individual consultants are : District Road Maintenance Sub-Engineer (DRMSE)	
2.3	A pre-proposal conference will be held: Yes	
	Time: 2: 00 PM, 20 th April, 2021 Address: Transport Infrastructure Directorate, Butwal, Rupandehi Telephone: <u>071-503055</u> , 9857042478 Facsimile: E-mail: <u>tid5manigram @gmail.com</u>	
2.4	The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: Please refer to Section 7, TOR	
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 Consultants.		
6.2	Maximum number of partners in JV shall be: Not Applicable (NA)		
6.3.1	A list of debarred firms and individuals is available at the following web [insert appropriate website address: PPMO or DP as applicable]		
	B. Preparation of Proposals		
9.1	Language of the document: Both English or Nepali		
10.1	 The Proposal shall comprise the following: 1st Inner Envelope with the Technical Proposal: (1) to sign the Proposal (2) TECH-1 (3) TECH-2 (4) TECH-3 (Page limit 2 pages) (5) TECH-4 (Page limit 10 pages) (6) TECH-5 Copy Certificate of PAN Registration Commitment Letter of VAT Registration after contract agreement AND 2nd Inner Envelope with the Financial Proposal (if applicable): Mandatory (1) FIN-1 		
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 <i>90 days</i> calendar days after the proposal submission deadline.	
12.9	Sub-contracting is allowed for the proposed assignment: No	
13.1	Clarifications may be requested no later than <u>5</u> days prior to the submission deadline. The contact information for requesting clarifications is: Transport Infrastructure Directorate, Butwal, Rupandehi Telophone: <u>071-503055, 9857042478</u> E-mail: <u>tid5manigram@gmail.com</u>	
14.1.1	Shortlisted Consultants may associate with (a) non-shortlisted consultant(s): No (b) other shortlisted Consultants: No	
14.1.2	Estimated input of national Key Experts' District Road Maintenance Sub- Engineer (DRMSE), time-input: 15 months	
14.1.4 and 27.2 use for Fixed Budget method	The total available budget for this Fixed-Budget assignment (NRs. 50,000/- per month excluding VAT but including basic remuneration, social charges, overhead, insurance, allowances including field visit within district and all other cost not included herewith) is exceeding the total available budget will be rejected the proposal.	
16.1	As per financial proposal	
16.2	A price adjustment provision applies to remuneration rates: Not Applicable (NA)	
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 and (b) Financial Proposal: one (1) original.					
17.8	The Proposals must be received at the address below no later than: Date: 25 th April, 2021 Time: 12:00 Noon The Proposal submission address is: Transport Infrastructure Directorate , Butwal, Rupandehi.or.mopid.pr5.road@gmail.com					
19.1	An online option of the opening of the Technical Proposals is offered: No					
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. The Technical Proposal will be open at the address below no later than: Date: 25 th April, 2021 Time: 1:00 PM The Proposal submission address is: <u>Transport Infrastructure Directorate, Butwal</u> Rupandehi					
21.1	The evaluation criteria, sub-criteria, and point system for the evaluation are:					

	23.1 and 23.2	The Client will read aloud only overall technical scores.				
	23.1	An online option of the opening of the Financial Proposals is offered: No				
		9	IX			
		8	VIII			
		7	VII			
		6	VI		 Rukum East; RIDO Banke and RIDO Bardiya i.e. options for fixing priority. 	
		5	V		- Arghakhanchi; RIDO Dang; RIDO Rolpa; RIDO	
		4	IV		- RIDO Rupandehi; RIDO Palpa; RIDO Gulmi; RIDO	
		3			-	
		2		·····	-	
		1	Priority			
		wants to be involved / work in following format: S.N. Priority RIDO Remarks				
		The Consultant shall have to provide its prioritization of RIDO which he/she				
		The minimum technical score (St) required to pass is 70 Points.				
					Total Points: 100	
		(iv) Suitability of the transfer of knowledge program or training(Not more 3 Pages)[10]				
		(iii) Qualification and General Experience [40]				
		of Reference (Not More than 10 Pages) [25]				
100 C		.,	•		رحی I work plan and methodology in responding to the Term	
		(i) Sp	ecific Expe	rionco	[25]	

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27.1 [a. QCBS only]	NA					
	D. Negotiations and Award					
28.1	Expected date and address for contract negotiations: Date: end of April, 2021 Address: Transport Infrastructure Directorate, Butwal, Rupandehi					
30.4	Expected date for the commencement of the Services: Date: First week of May, 2021					
<mark>31.1</mark>	NA					
33.2	A list of blacklisted firms is available at the PPMO's website					



FORM TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

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

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

OR

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

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be blacklisted by the PPMO.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.1.
- (c) We have no conflict of interest in accordance with ITC 3 and we have not been punished for an offense relating to the concerned profession or business.
- (d) We meet the eligibility requirements as stated in ITC 6.
- (e) Neither we, nor our JV/associate partners/ sub-consultants or any of the proposed experts prepared the TOR for this consulting assignment.
- (f) Except as stated in the Data Sheet, Clause 12.1, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause 12 and ITC Clause 28.4 may lead to the termination of Contract negotiations.
- (g) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.
- (h) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.

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

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}:

Name and Title of Signatory:

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

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}

CONSULTANT'S SPECIFIC EXPERIENCE

- Write shortly about your education background.
- Education certificates should support education qualification.
- Specific experience in different aspects of road maintenance (Regular maintenance, periodic maintenance, emergency maintenance, experience in mobilization of RMG (Road Making Groups) should be submitted with relevant supporting documents.



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 District Road Maintenance Program (Not more than 2 Pages)

Mention description about following matters in heading wise: (Adds marks during Evaluation)

Reflection/Comments on ToR



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

Form TECH-4: a description of the methodology and work plan for performing the Program activities,

{Suggested structure of your Technical Proposal:

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

c) Organization and Program management Concept:

Write very shortly applicable to the individual consultants.

Mention description about following matters in heading wise: (Adds marks during Evaluation)

- Understanding Rural Road / District Road Maintenance and its Importance
- Reflection on anything new and innovative approach which can be applied to achieve the outcomes effectively and efficiently
- Methodology to perform the job as per ToR in sequential manner.
- Methodology to ensure effective coordination among different stakeholders

- Work schedule with description (annual work schedule for one year as per Nepali calendar fiscal year basis)
- Manning schedule as per Work Schedule (annual manning schedule for one year as per Nepali calendar fiscal year basis)
- Transfer of knowledge:- The idea of sharing know-how of the works highlights on dissemination of knowledge and training proposed by the Firm/JV.

NOTE: THE PAGE LIMIT OF FORM TECH -4 IS 10 PAGES



CURRICULUM VITAE (CV)

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

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

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

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

Membership in Professional Associations and Publications:

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

Adequacy for the Assignment:

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

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

Certification:

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

(i) This CV correctly describes my qualifications and experience

(ii) I am not a current employee of the GoN

(iii) In the absence of medical incapacity, I will undertake this assignment for the duration and in terms of the inputs specified for me in Form TECH 6 provided team mobilization takes place within the validity of this proposal.

(iv) I was not part of the team who wrote the terms of reference for this consulting services assignment

(v) I am not currently debarred by a multilateral development bank (In case of DP funded project]

(vi) I certify that I have been informed by the firm that it is including my CV in the Proposal for the {name of project and contract}. I confirm that I will be available to carry out the assignment for which my CV has been submitted in accordance with the implementation arrangements and schedule set out in the Proposal.

(vii) I declare that Corruption Case is not filed against me.



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

	Date:
[Signature of expert]	Day/Month/Year
	Date:
[Signature of authorized representative of the firm]	Day/Month/Year
Full name of authorized representative:	
-	

FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM MANDATORY

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for 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).

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

{Location, Date}

{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.}



Section 5. Eligible Countries

For GoN funded: [select one option as appropriate] For the purpose of National shortlisting: "**Nepal**";



Section 6. Corrupt and Fraudulent Practices

["<u>Notes to the Client</u>": 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

Terms of Reference for District Road Maintenance Sub-Engineer (DRMSE)

1. Introduction:

Nepal is one of the least developed countries in the world and has the second lowest GDP per capita in the South Asia Region. Poverty has reduced significantly in Nepal over the past decade. Between 2003/04 and 2010/11, the poverty headcount rate fell from 49% to 25% of the population. An overwhelming majority of this poverty reduction (over 90%) took place in rural areas, where 83% of Nepal's population lives. In order to continue this positive trend and to achieve significant development gains it is necessary to continue the effort to improve connectivity in rural areas. Improving connectivity throughout Nepal is a key consideration for ensuring that economic growth reaches rural areas. Access to markets, social and economic services, and assistance during emergency events directly depends on the quality of transport infrastructure available to rural communities.

The quality and all weather connectivity of transport infrastructure are generally poor. Many local road linkages only offer seasonal access on account of poor maintenance, low quality surfacing, or the absence of drainage and adequate cross-drainage structures. Nepal's rainy season (June – September) isolates many communities that only have access to seasonal roads. Haphazard road construction without proper engineering has also produced many unsustainable local roads and significant environmental damage. District authorities are struggling to upgrade seasonal roads and provide all-weather access.

The overall objective District Road Maintenance Program (Regular, Periodic, Emergency, Rehabilitation) is for developing and maintaining district level rural transport infrastructure and to enhance the availability and reliability of transport connectivity for rural communities in all the 12 districts of the Lumbini Province.

2. Reporting lines:

Under the overall supervision of the Senior Divisional Engineer / Engineer of Road Infrastructure Development Office (RIDO) and District Road Maintenance Engineer (DRME), if available, the District Road Maintenance Sub-Engineer (DRMSE) will perform their task, duties and responsibilities.

3. Main duties and responsibilities :

The DRMSE shall be based in the RIDO of the districts and will be responsible for providing technical support in overall achievements of the rural roads maintenance activities in the district. He/she shall work closely with RIDO team and report to the SDE, Engineer of RIDO and DRME. His/her key responsibilities shall be to support the RIDO and the office team in the following areas:

- Assist in data collection, road condition surveys and updating of rural roads inventory in the districts.
- Assist RIDOs in the formulation of their annual road maintenance plans using RuTIMS Software.



- Assist in development of annual and multi-year rural roads maintenance plan in the district; this will include activities such as data collection, drafting, approval, communication, monitoring and review on a yearly basis.
- Assist in effective planning, designing, workers selection, training and execution of all planned rural roads routine maintenance activities in the district.
- Assist in award of contracts to the Group-Based routine maintenance workers, supervision and ensuring timely payment to the Workers.
- Assist to provide capacity building inputs, implementation support and technical advice regarding the maintenance of rural road works including identification, prioritization, selection and implementation of road works, with quality control and quality assurance.
- Assist in building a system wide capacity for training and development of road maintenance contractors.
- Assist TID/RIDO in the organization of conferences, seminars, workshops, training sessions and meetings.
- Assist RIDO in the development of on-site and off-site training modules for district level maintenance.
- Assist RIDOs in physical and financial tracking of the road maintenance activities as per their annual routine maintenance plans.
- Effective monitoring and supervision of all planned rural roads routine maintenance activities including maintenance contractors in the district.
- Introduce, pilot testing of various innovative routine road maintenance models including group –based / community contracting
- Identify issues and develop policies in scaling up sustainable routine road maintenance.
- Integrate Decent Work Elements into Maintenance and Operation Manuals and ensure compliance of Decent Work Elements in effective execution of road maintenance activities.
- Carry out Technical Performance on the road maintenance activities of the district roads for attaining at RIDO office with proper reporting to SDE daily.
- Assist to RIDO on the selection of RMG with registration and formation in the DDC/DAO as per the RMG Guideline
- Assist RIDO on the implementation of maintenance work according to the SNRTP project documents such as PAD, POM and RMG guideline.
- Assist RIDO in preparing detailed project report(DPR) of the road under periodic maintenance which includes detailed survey, design, prepare workable drawing, cost estimate, environmental and social safeguard report, bidding document and contract documents.
- Assist to the RIDO on the preparation of DPR, environmental and social safeguards of upgrading/rehabilitation and new construction of crossing structures as far as possible.
- Assist RIDO in packaging of works and hiring Local Road User Committee and contractor under periodic maintenance.
- Conduct joint survey along with contractor representative for work under periodic maintenance.



- Assist RIDO in supervision, measurement and billing of work under periodic maintenance.
- Facilitate to the RIDO in maintaining the qualitative and quantitative rural road maintenance work with respect to the standard of specification of maintenance work ensuring the necessary laboratory testing as relevant.
- Assist to the RIDO on preparation of interim payment certification and project completion report of routine and periodic maintenance.
- Assist in the programming and control of resources, and in the preparation of budget estimates and expenditure.
- Undertake missions to project sites / accompanying other team members and officials.
- Implementation of various income generation and livelihood promotion activities for maintenance workers linking to skill development, financial and other service providers.
- Document good practices, final report and videos from the projects and districts as knowledge sharing materials.
- Prepare district financial and physical progress and final reports.
- Supervise the work of support staff in the RIDOs and sub-consultants as relevant.
- Perform other duties as assigned by the supervisor.

To perform his/her duties, the District Road Maintenance Sub Engineer will be required to spend almost 40 percent of his/her time in the field providing technical backstopping to the routine maintenance activities.

4. Time frame and work plan

The duration of the assignment is 15 months (estimated from first week of May, 2021 to 15 months onwards) and may be extended based on requirement of RIDO and work performance of DRMSE. The District Road Maintenance Sub-Engineer has to submit 3 months' work plan to Senior Divisional Engineer / Engineer of RIDO.

5. Qualifications Required

Education: At least Diploma in Civil Engineering or equivalent.

- *Experience:* At least 3 years' experience in the field of rural road construction, rehabilitation and maintenance.
- *Languages:* Good command of English and Nepali where as local language will be an advantage

Competencies:

- Demonstrated ability to manage and evaluate rural roads maintenance.
- Demonstrated technical expertise in formulating new concepts and methodologies, training materials, alternative courses of action and project proposals.
- Ability to prepare technical publications, reports and recommendations.
- Managerial capacities to implement projects and organize meetings, workshops and trainings.
- Ability to work in teams, cultural awareness and networking skills.



- Excellent verbal and written communication skills, including the ability to succinctly explain technical issues to various stakeholders including local level non-technical functionaries.
- Computer literacy
- Ability to ride motorbike with driving licence;

6. Attestation for having adequate medical and accident insurance:

Do you have Medical and Accident Insurance? YES NO		
If YES, provide the document		
- If NO, please be aware that the TID/RIDO accepts no liability in the event of death,		
injury, or illness of the External Collaborator. The External Collaborator attests that		
he/she is adequately covered by insurance for these risks. In no circumstances shall		
the External Collaborator be covered by any RIDO insurance. It is the external		
collaborator's own responsibility to take out, at their own expense, any personal		
insurance policies that are considered necessary, including a civil liability insurance		
policy.		

[25]

7. Selection Procedure of Consultant (DRME)

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

(i) Specific Experience

(ii) Adequacy of the proposed work plan and methodology in responding to the Terms of Reference (Not More than 10 Pages) [25]

(iii) Qualification and General Experience [40]

(iv) Suitability of the transfer of knowledge program or training	
(Not more 3 Pages)	[10]

Total Points: 100 The minimum technical score (St) required to pass is 70 Points.

St) required	to pas	\$ 15	10
	Table	1	

S.N.	Priority	RIDO	Remarks
1	Ι		
2	II		
3	III		
4	IV		RIDO Rupandehi; RIDO Palpa; RIDO Gulmi; RIDO Arghakhanchi;
5	V		RIDO Dang; RIDO Rolpa; RIDO Rukum East; RIDO Banke and RIDO
6	VI		Bardiya i.e. 9 options for fixing priority.
7	VII		
8	VIII		
9	IX		



The selection method of the proposed consulting service (individual consultant) is a Fixed Budget Selection Method (FBS). The fixed budget of the service is NRs. 50,000/- per month excluding VAT but including basic remuneration, social charges, overhead, insurance, allowances including field visit within district and all other cost not included herewith. The consultant shall have to submit <u>FIN -1</u> <u>Financial Proposal Submission Form</u> mentioning its financial proposal (rate per month with or without VAT) for the service.

Important Notes regarding evaluation of the Consultant:-

Based on the above mentioned evaluation criteria, the proposal of the consultant will be evaluated with full marks 100 and a merit list of consultant will be prepared.

The merit list consultant will be informed to attend for interview which carries 20 full marks.

After combined evaluation, final merit list of consultants will be prepared keeping in view the priority provided by the consultant in the format mentioned above and that the financial proposal of the consultant is within the fixed budget for the service (NRs 50,000/- per month excluding VAT but including basic remuneration, social charges, overhead, insurance, allowances including field visit within district and all other cost not included herewith).

At the time of interview, negotiation on remuneration shall also be conducted.

Top ranked consultants (9 Nos.) whose financial proposal is within the fixed budget (not necessarily the lowest financial proposal but need to be within the budget fixed by the client) will be selected for the service.

Following points are supposed to be helpful while preparing and submitting proposals:

* Academic certificates as an evidence of academic qualifications is mandatory (minimum diploma in Civil Engineering or equivalent).

*Provide certificates of work experience related to the road maintenance activities.

*In CV mention general and specific experience upto date.

*<u>Adequacy for the Assignment (i.e. Specific experience of the consultant)</u> in CV may indicate following points which add value during proposal evaluation:

- Experience in District Road Maintenance activities (Routine Maintenance, Periodic Maintenance, Emergency Maintenance and Rehabilitation of road project)
- **4** Experience in mobilization of Road Making Groups (RMG).
- Familiar with the use of RuTIMS Software.
- Experience in road maintenance activities by involving in any project such as SNRTP, RRRSDP etc will be an advantage (submit evidence).
- Work experience in donor funded project such as SNRTP, RRRSDP, RAIDP,RAP, DRILP etc will be an advantage (submit evidence).
- As an evidence of motor bike rider, submit motor bike driving license certificate, which adds value during proposal evaluation.



Completion of District road/rural road maintenance training program (submit number of certificates that you have).

8. Payment and Facilities to be Provided by Client:

- The payment will be made by respective RIDO in monthly basis at the end of month. The contract amount will be finalized as per the negotiation between the TID and the Consultant.
- The consultant shall be responsible for all taxes (except VAT) and duties including insurance, income tax applicable as per GoN rules and regulations.
- In case of travel requirement outside the district and within Nepal for official works, consultant shall be paid travel expenses with prevailing government rules and regulations.
- RIDO will provide a laptop computer, camera and a motorbike with fuel and maintenance cost to DRMSE for completion of assignment/deliverables.
- \triangleright

9. Termination of Contract

The assignment can be terminated by the employer with or without prior notification if the performance of DRMSE is found unsatisfactory or any act against the organization or miss using of duties and responsibilities. He/she can terminate the contract with a month prior written notification mentioning the reasons of leaving to the office.



PART II

Section 8. Conditions of Contract and Contract Forms



STANDARD FORM OF CONTRACT

Consultant's Services

LUMP-SUM FORM OF CONTRACT



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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 overwrite or otherwise contradict, the General Conditions.



CONTRACT FOR CONSULTANT'S SERVICES

Lump-Sum

Project Name : Selection of Consulting Services for: District Road Maintenance Sub-Engineer (DRMSE)

Contract No. 03/DRMSE/RFP/TID/077/78

between

Road Infrastructure Development Office (RIDO),District [Name of the Client]

and

[Name of the Consultant]

Dated:



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;



) 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.]

	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]



Lump-Sum

[Name of member]

[Authorized Representative]

[add signature blocks for each member]



II. General Conditions of Contract

A. GENERAL PROVISIONS

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



- n) "Government" means the government of Nepal (GoN).
- (n) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (o) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant's proposal.
- (p) "Local Currency" means the currency of Nepal (NPR).
- (q) Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
- (r) "Party" means the Client or the Consultant, as the case may be, and "Parties" means both of them.
- (s) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (t) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (u) "Sub-consultants" means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
- (v) "Third Party" means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.
- 2. Relationship between the Parties
 2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Subconsultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
- 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.



- 5.1. 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
Practices10.1 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
 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 within7 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 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,



e. Payment upon Termination by Clauses GCC 28 or GCC 29.

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.

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
Interests21.1 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.

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

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

- b. Consultant and Affiliates Not to Engage in Certain Activities
 21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
- c. Prohibition of Conflicting Activities
 21.1.4 The Consultant shall not engage, and shall cause their Personnel as well as its Sub-consultants and their Personnel not to engage, either directly or indirectly, in any of the following activities:
 - a. during the term of this Contract, any business or professional activities in Nepal which would conflict with the activities assigned to them under this Contract; and
 - b. after the termination of this Contract, such other activities as may be specified in the SCC
- d. Strict Duty to 21.1.5 The Consultant has an obligation and shall ensure



Activities

22. Conduct of Consultants 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.

- 22.1 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

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

- 24. Liability of the
Consultant24.1Subject 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 the25.1The 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

23. Confidentiality



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 Subconsultants 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 05. 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 Unless otherwise indicated in the SCC, all reports and 28.1 of the Client in relevant data and information such as maps, diagrams, plans, Reports and databases, other documents and software, supporting records or Records 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, 29.1 Equipment, vehicles and materials made available to the Vehicles and Consultant by the Client, or purchased by the Consultant wholly or Materials 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 Experts31.1 Except as the Client may otherwise agree in writing, no
changes shall be made in the Key Experts.

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

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

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



request the Consultant to provide a replacement.

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

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

E. OBLIGATIONS OF THE CLIENT

33. Assistance and Exemptions

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

- (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
- (b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.
- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
- (d) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (e) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.
- (f) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
- (g) Provide to the Consultant any such other assistance as may be specified in the **SCC**.
- 34. Access to Project 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
 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
Payment41.1 Any payment under this Contract shall be made in the
currency (ies) specified in the SCC.
- 42. Mode of Billing and
Payment42.1The 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 lumpsum installments against deliverables specified in **Appendix A**. The payments will be made according to the payment schedule stated in the **SCC**.

42.2.1 <u>Advance payment:</u> 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 <u>The Lump-Sum Installment Payments.</u> 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 <u>The Final Payment</u>. 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

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III. Specia	1 Con	ditions of Contract
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accepted by the Client. The last lump-sum installment shall be deemed approved for payment by the Client within ninety (90) calendar days after receipt of the final report by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

42.2.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the **SCC**.

42.2.5 With the exception of the final payment under 41.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder.

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

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

- 44. Interest on Delayed Payments44.1. If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 42.2.2, interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.
- 45. Liquidated Damages
 45.1. The Consultant shall pay liquidated damages to the Client at the rate per day stated in the SCC for each day that the completion of services is later than the Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. Beyond this limit the contract may be terminated by the Client. The Client may deduct liquidated damages from any payments due to the Consultant. Payment of liquidated damages shall not affect the Consultant's liabilities.

G. FAIRNESS AND GOOD FAITH

46. Good Faith 46.1 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.



49. Blacklisting

H. SETTLEMENT OF DISPUTES

47. Amicable Settlement 47.1 The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

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

48. Dispute Resolution 48.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably within thirty (30) days after receipt by one party of the other Party's request for such amicable settlement may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the **SCC**.

I. BLACKLISTING

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

- a) if it is proved that the consultant committed acts pursuant to GCC 22..2,
 - b) if the Consultant fails to sign an agreement pursuant to Information to Consultants Clause 29.3,
 - c) if it is proved later that the Consultant has committed substantial defect in implementation of the contract or has not substantially fulfilled his obligations under the contract or the completed work is not of the specified quality as per the contract,
 - d) if convicted by a court of law in a criminal offence which disqualifies the consultant from participating in the assignment.
 - e) if it is proved that the contract agreement signed by the Consultant was based on false or misrepresentation of consultant's qualification information,
 - f) if the consultant fails to submit the professional liability insurance within the period stipulated in the contract.

49.2 A Consultant declared blacklisted and ineligible by the Public procurement Office, and or concerned Donor Agency in case of donor funded project, shall be ineligible to participation the selection process during the period of time determined by the PPMO, and or the concerned donor agency.



III. Special Conditions of Contract

[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	The addresses are:			
	Client : <u>Transport Infrastructure Directorate, Butwal, Rupandehi</u>			
	Contact : 071-503055, 9857042478 E-mail: tid5manigram@gmail.com			
	Consultant :			
	Attention : Facsimile : E-mail (where permitted) :			
8.1	NA			
9.1	The Authorized Representatives are:			
	For the Client: Transport Infrastructure Directorate, Butwal, Rupandehi			
	For the Consultant: [name, title]			
12.1	NA			
13.1	NA			
14.1	Expiration of Contract:			
	The time period shall be : minimum 15 months and may be extended as per necessity			
21 b.	The Client reserves the right to determine whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3			
24.1	NA			
25.1	The insurance coverage against the risks shall be as follows:			



	Consultant is responsible for all types of insurance occurred and should bear by himself/herself.	
	(a) Professional liability insurance, with a minimum coverage of Should not less than contract prize.	
28.1	NA	
28.2	NA	
33.1 (a) through (f)	[Note: List here any changes or additions to Clause GCC 33.1. If there are no such changes or additions, delete this Clause SCC 33.1.]	
33.1(g)	[Note: List here any other assistance to be provided by the Client. If there is no such other assistance, delete this Clause SCC 33.1(g).]	
39.1	The Contract price is: NRs/- per month exclusive of Value Added Tax (VAT).	
	VAT chargeable in respect of this Contract for the Services provided by the Consultant shall "be paid" by the Client "to" the Consultant.	
42.2	The payment schedule:	
	As per ToR	
42.2.1	A per ToR	
42.2.4	The accounts are: Local Currencies	
43.1	The proportion of payments retained is:	
44.1	The interest rate is: 8%.	
45.1	The liquidated damage is: 0.05%per day. The maximum amount of liquidated damages is: 10% of the sum stated in the Agreement.	
48.	(a) Contracts with foreign consultants:	
	Disputes shall be settled by arbitration in accordance with the following provisions:	
	1. <u>Selection of Arbitrators</u> . Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the	



following provisions:

- (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to Iname an appropriate international professional body. e.g., the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland] for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, [insert the name of the same professional body as above] shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.
- (b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by [name an appropriate international appointing authority, e.g., the Secretary General of the Permanent Court of Arbitration, The Hague; the Secretary General of the International Centre for Settlement of Investment Disputes, Washington, D.C.; the International Chamber of Commerce, Paris; etc.].
- (c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the *[name the same appointing authority as in said paragraph (b)]* to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.
- 2. <u>Rules of Procedure</u>. Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.

III. Special Conditions	Contract Lump-Sum
े <i>भंतावात</i> सम्	पूर्वाणे हे हैं। हाम इंटर्क
	3. <u>Substitute Arbitrators</u> . If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.
	4. <u>Nationality and Qualifications of Arbitrators</u> . The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country [<i>Note:</i> If the Consultant consists of more than one entity, add: or of the home country of any of their members or Parties] or of the Government's country. For the purposes of this Clause, "home country" means any of:
	 (a) the country of incorporation of the Consultant [<i>Note:</i> If the Consultant consists of more than one entity, add: or of any of their members or Parties]; or
	 (b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or
	(c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or
	(d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.
	5. <u>Miscellaneous</u> . In any arbitration proceeding hereunder:
	 (a) proceedings shall, unless otherwise agreed by the Parties, be held in [select a country which is neither the Client's country nor the Consultant's country];
	(b) the <i>[type of language]</i> language shall be the official language for all purposes; and
	 (c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement. (b) Contracts with domestic consultants:
	Arbitration shall be conducted in accordance with Nepal Arbitration Act



APPENDIX A – TERMS OF REFERENCE

[Note: This Appendix shall include the final Terms of Reference (TORs) worked out by the Client and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements and list of deliverables against which the payments to the Consultant will be made; Client's input, including counterpart personnel assigned by the Client to work on the Consultant's team; specific tasks or actions that require prior approval by the Client.

Insert the text based on the Section 7 (Terms of Reference) of the ITC in the RFP and modified based on the Forms TECH-1 through TECH-5 in the Consultant's Proposal. Highlight the changes to Section 5 of the RFP]

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:

Exp	perts	1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration rate per Working Month/Day/Yea r	Social Charges	Overhea d¹	Subtotal	Profit ²	Away from Home Office Allowance	Agreed Fixed Rate per Working Month/Day/Hour	Agreed Fixed Rate per Working Month/Day/Hour
Home	Office								
	he Client's Intry								

(Expressed in [insert name of currency])*

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-ADVANCE PAYMENT NOT APPLICABLE

[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 c	of Consultant or a name of t	the
Joint Venture, same as app	ears on the signed Co	ntract] (hereinafter called "t	the
Consultant") has entered into	o Contract No.	[reference number	· of
the contract] dated	[insert date] with th	ne Beneficiary, for the provisi	ion
of [b	rief description of Serv	vices] (hereinafter called "t	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 filed 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

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.

IN Andendices		
Mine spint with start		
their account number	at	[name and address of
bank].		

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