Request for Proposals

सिलिचोङ गाउँपालिका
गाउँ कार्यपालिकाको कार्यालय
ताम्कु, सङ्खुवासभा
१ नं.प्रदेश नेपाल
२०७३

Title of Consulting Services:

Detailed Survey and Design of Dovan-Tamku 15 km Road Section of Silichong Rural Municipality

Silichong Rural Municipality

Office of the Rural Municipal Executive

Sankhuwasabha, Province No. 1, Nepal

Contents

Section 1 - Letter of Invitation

Section 2 - Information to Consultants

Section 3 - Technical Proposal - Standard Forms

Section 4 - Financial Proposal - Standard Forms

Section 5 - Terms of Reference

सिलिचोङ गाउँपालिका
गाउँ कार्यपालिकाको कार्यालय
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२०७३

Section 1. Letter of Invitation

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प्रदेश नं. १

Dear shortlisted Consultants

1. Silichong Rural Municipality, Office of the Rural Municipal Executive has allocated fund towards the cost of **Consultancy services for Detailed Survey and Design of Dovan-Tamku 15 km Road Section of Silichong Rural Municipality** and intends to apply a portion of this fund to eligible payments under this Contract.
2. Silichong Rural Municipality now invites proposals to provide consulting services for **Detailed Survey and Design of Dovan-Tamku 15 km Road Section of Silichong Rural Municipality** more details on the services are provided in the attached Terms of Reference.
3. The Request for Proposal (RFP) has been addressed to the following shortlisted consultants:
   (i) Epicenter Engineering Pvt. Ltd., Koteshwor, Kathmandu
   (ii) Intensive Study and Research Centre Pvt. Ltd., Kathmandu
   (iii) Sajal Engineering and Management Consultancy Pvt. Ltd., Shankhamul, Kathmandu
   (iv) Panorama Research Centre Pvt. Ltd., Anamnagar, Kathmancu
4. A consultant will be selected under Quality and Cost Based Selection (QCBS) and procedures described in this RFP.
5. The RFP includes the following documents:
   Section 1 - Letter of Invitation
   Section 2 - Information to Consultants
   Section 3 - Technical Proposal - Standard Forms
   Section 4 - Financial Proposal - Standard Forms
   Section 5 - Terms of Reference
6. Please inform us, upon receipt:
   (a) that you received the letter of invitation; and
   (b) whether you will submit a proposal alone or in association.

Yours sincerely,

Mohan Prasad Niraula
Chief Administrative Officer
Office of the Rural Municipal Executive
Silichong Rural Municipality
Tamku, Sankhuwasabha, Province No. 1

मोहनप्रसाद निरौला
प्रमुख प्रशासकीय अधिकृत

Section 2. Information to Consultants

सिलिचोङ गाउँपालिका
गाउँ कार्यपालिकाको कार्यालय
ताम्कु, सङ्खुवासभा

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

1. Introduction

1.1 The Client named in the Data Sheet will select a consultant among those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.

1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, for services as specified in the Data Sheet The proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected consultant.

1.3 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first hand information on the assignment and on the local conditions, consultants are encouraged to visit the Client before submitting a proposal and are advised to attend a pre-proposal conference if one is specified in the Data Sheet.

1.4 The Client will provide the inputs specified in the Data Sheet, assist the consultant in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.

1.5 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.

1.6 GoN (or Donor Agency) policy requires that consultants provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.

1.7.1 Without limitation on the generality of this rule, consultants shall not be hired under the circumstances set forth below:

a. A consultant, which has been engaged by the Client to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing consulting services for the same project. Conversely, consultants hired to provide consulting services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the consultant's earlier consulting services) for the same project.

b. Consultants or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the consultants.

1.7.2 Any previous or ongoing participation in relation to the assignment by the consultant, its professional staff or affiliates or associates under a contract with the GoN may result in rejection of

सिलिचोङ गाउँपालिका
गाउँ कार्यपालिकाको कार्यालय
ताम्कु, सङ्खुवासभा

the proposal. Consultants should clarify their situation in that respect with the Client before preparing the proposal.

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

a. defines, for the purposes of this provision, the terms set forth below as follows:
   i. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and
   ii. "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Client, and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive the borrower of the benefits of free and open competition.

b. will reject a proposal for award if it determines that the consultant recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;

c. will cancel the consultant's contract if it at any time determines that corrupt or fraudulent practices were engaged in by representatives of the consultant or the Client during the selection process or the execution of that contract;

d. will debar a consultant for a stated period of time, to be awarded a contract if it at any time determines that the consultant has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract; and

e. will have the right to require that, a provision be included requiring consultants to permit the Client inspect their accounts and records relating to the performance of the contract and to have them audited by auditors appointed by the Client.

1.9 Consultants shall not be under a debarment for corrupt and fraudulent practices issued by GoN accordance with the above sub para. 1.8 (d).

1.10 Consultants shall be aware of the provisions on fraud and corruption stated in the Standard Contract under the clauses indicated in the Data Sheet.

2. Clarification and Amendment of RFP Documents

2.1 Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile, or electronic mail to the Client's address indicated in the Data Sheet. The Client will respond by cable, telex, facsimile, or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.

2.2 At any time before the submission of proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited consultant, amend the RFP.

...प्रसाद बिरोला
... अधिकृत

Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex, facsimile, or electronic mail to all invited consultants and will be binding on them. The Client may at its discretion extend the deadline for the submission of proposals.

3. Preparation of Proposal

Technical Proposal

3.1 Consultants are requested to submit a proposal Sub - Clause 1.2 written in the language(s) specified in the Data Sheet.

3.2 In preparing the Technical Proposal (TP), consultants are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.

3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:

i. If a consultant considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other consultants or entities in a joint venture or sub-consultancy, as appropriate. Consultants may associate with the other consultants invited for this assignment only with approval of the Client as indicated in the Data Sheet. Consultants must obtain the approval of the Client to enter into a joint venture with consultants not invited for this assignment.

ii. For assignments on a staff-time basis, the estimated number of professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of professional staff-months estimated by the consultant. For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.

iv. Proposed professional staff must, at a minimum, have the experience indicated in the Data Sheet, preferably working under conditions similar to those prevailing in Nepal.

v. Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

vi. Reports to be issued by the consultants as part of this assignment must be in the language(s) as specified in the Data Sheet.

3.4 The Technical Proposal shall provide the following information using the attached Standard Forms (Section 3):

i. A brief description of the consultant's organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, *inter alia*, the client, location and duration of the assignment, contract amount, and consultant's involvement.

ii. Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 3C).

iii. A description of the methodology and work plan for performing the assignment (Section 3D).

सिलिचोङ गाउँपालिका
गाउँ कार्यपालिकाको कार्यालय
ताम्कि, सुदूरपश्चिम प्रदेश, नेपाल

मोहनप्रसाद तिरोला
प्रशासकीय अधिकृत

सिलिचोङ गाउँपालिका
गाउँ कार्यपालिकाको कार्यालय
२०७३

iv. The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 3E).

v. CVs recently signed by the proposed professional staff and the authorised representative submitting the proposal (Section 3F). Key information should include number of years working for the consultant/entity and degree of responsibility held in various assignments during the last ten (10) years.

vi. Estimates of the total staff input (professional and support staff; staff time) needed to carry out the assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member (Sections 3E and 3G).

vii. A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.

viii. Any additional information requested in the Data Sheet.

3.5 The Technical Proposal shall not include any financial information.

Financial Proposal

3.6 In preparing the Financial Proposal (FP), consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section 4). It lists all costs associated with the assignment, including (a) remuneration for staff (, in the field and at headquarters), and (b) reimbursable expenses such as subsistence (per diem, housing), transportation (mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, communication (Telephone, Fax etc.) surveys, and training, if it is a major component of the assignment. If appropriate, these costs should be broken down by activity.

3.7 The Financial Proposal should include all duties, taxes and other levies, and other charges imposed under the applicable law payable by the Consultant under the Contract or for any other cause.

3.8 Consultants shall express the price of their services in Nepalese Rupees.

3.9 The Data Sheet indicates the required validity period of the proposals. During this period, the consultant is expected to keep available the professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants who do not agree have the right not to extend the validity of their proposals.

4. Submission, Receipt, and Opening of Proposals

4.1 The original proposal (TP and FP) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the consultant itself. Any such corrections must be initialled by the persons or person who sign(s) the proposals.

4.2 An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The

प्रसाद निरौला

सिलिचोङ गाउँपालिका
गाउँ कार्यपालिकाको कार्यालय
१ नं.प्रदेश नेपाल

authorization shall be in the form of a written power of attorney accompanying the Proposal.

4.3 For each proposal, the consultants shall prepare the number of copies indicated in the Data Sheet. Each Technical Proposal and Financial Proposal shall be marked "**ORIGINAL**" or "**COPY**" as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original governs.

4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "**Technical Proposal,**" and the original and all copies of the Financial Proposal in a sealed envelope clearly marked "**FINANCIAL PROPOSAL**" and warning: "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**" Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Data Sheet and be clearly marked, "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE.**"

4.5 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Data Sheet. Any proposal received after the closing time for submission of proposals shall be returned unopened.

4.6 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the evaluation committee. The Financial Proposal shall remain sealed and deposited with the Client's Procurement Unit until all submitted proposals are opened publicly.

5. Proposal Evaluation

General

5.1 From the time the bids are opened to the time the contract is awarded, if any consultant wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the consultant to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the consultant's proposal.

5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, is concluded.

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

5.3 The evaluation committee, appointed by the Client as a whole, and each of its members individually, evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria and point system specified in the Data Sheet. The evaluation committee shall compute the score obtained by each proposal by taking the average of the scores given by each member to the particular proposal. Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

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

मोहनप्रसाद बिरोला
प्रशासकीय अधिकृत

सिलिचोङ गाउँपालिका
गाउँ कार्यपालिकाको कार्यालय
ताप्लेजुङ
१ न प्रदेश नेपाल
२०७३

Public Opening and Evaluation of Financial Proposals (CBS Only)

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

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

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

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

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

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

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

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

6. Negotiations

6.1 Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.

6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the consultant to improve the Terms of Reference. The Client and consultant will then work out final

प्रसाद गिरोला
अधिकृत

Terms of Reference, staffing, and bar-charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the contract. Special attention will be paid to getting the most the consultant can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.

6.3 Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates in the cases of QCBS methods. For QBS, the consultant should provide the information on remuneration rates described in the Appendix to this information.

6.4 Having selected the consultant on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If substitution is considered, then the proposed alternative candidate shall be evaluated as per the original criteria. The qualification and experience of the substitute candidate shall equal to or higher than the originally proposed candidate. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the consultant may be disqualified.

6.5 The negotiations will conclude with a review of the draft form of the contract. If negotiations fail, the Client will invite the consultant whose proposal received the second highest score to negotiate a Contract.

7. Award of Contract

7.1 Pursuant to Sub-Clause 6.5, the consultant, with whom agreement is reached following negotiation, shall be selected for approval of his proposal and the Client shall notify its intention to accept the proposal to the selected consultant and other short-listed consultants within 7 days of selection of the winning proposal.

7.2 Any consultant, who has submitted a proposal and is not satisfied with the procurement process or Client's decision provided as per Sub - Clause 7.1 and believes that the Client has committed an error or breach of duty which has or will result in loss to him then the consultant may give an application for review of the decision to the Client with reference to the error or breach of duty committed by the Client. The review application should be given within 7 days of receipt of information regarding the issue of letter by the Client notifying its intention to accept the winning proposal pursuant to Sub Clause 7.1.

7.3 If the review application is not received by the Client pursuant to Sub-Clause 7.2 then the proposal of the Consultant, selected as per Sub-Clause 7.1 shall be accepted and the successful

consultant shall be notified to come for signing the Agreement within 15 days.

7.4 If the Consultant fails to sign an agreement pursuant to Sub-Clause 7.3 then the Client will invite the consultant whose proposal received the next highest score to negotiate a contract.

7.5 If a review application is received by the Client pursuant to Clause 7.1 then the Client will clarify and respond within 5 days of receiving such application

7.6 If the applicant is not satisfied with the decision given by the procuring entity and/ or the decision is not given by the Procuring Entity Chief within 5 days, then the applicant can file a complaint to the Review committee within 7 days.

7.7 The Client shall return the unopened Financial Proposals of those consultants who did not pass the technical evaluation.

7.8 The consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

8. Confidentiality

8.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the letter of intention to accept the proposal is not issued to the selected consultant pursuant to Sub- Clause 7.1.

9. Conduct of Consultants

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

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

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

10. Blacklisting Consultant

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

a) if it is proved that the bidder committed acts pursuant to the Information to Consultants clause 9.2,
b) if the bidder fails to sign an agreement pursuant to Information to Consultants clause 7.3,
c) if it is proved later that the bidder/contractor has committed substantial defect in implementation of the contract or has

सिलिचोङ गाउँपालिका
गाउँ कार्यपालिकाको कार्यालय
ताम्कु, सङ्खुवासभा
१ नं प्रदेश नेपाल
२०७३

प्रसाद निरौला
अधिकृत

सिलिचोङ गाउँपालिका
गाउँ कार्यपालिकाको कार्यालय
तास्क, सङ्खुवासभा
१ नं. प्रदेश नेपाल
२०७३

not substantially fulfilled his obligations under the contract or the completed work is not of the specified quality as per the contract

d) if convicted by a court of law in a criminal offence which disqualifies the consultant from participating in the contract.

e) if it is proved that the contract agreement signed by the consultant was based on false or misrepresentation of consultant's qualification information,

f) other acts mentioned in the Data Sheet or SCC

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

मोहनप्रसाद गिरौला
प्रमुख प्रशासकीय अधिकृत

सिलिचोङ गाउँपालिका
गाउँ कार्यपालिकाको कार्यालय
ताम्कु, सङ्खुवासभा
१ नं.प्रदेश नेपाल
२०७३

Information to Consultants

11. Data Sheet

Clause Reference	
1.1	The name of the Client is: **Silichong Rural Municipality** The method of selection is: ***QCBS***
1.2	The name, objectives, and description of the assignment are: Name : **Detailed Survey and Design of Dovan-Tamku 15 km Road Section of Silichong Rural Municipality** Objectives: **As per TOR** Description: **As per TOR**
1.3	A pre-proposal conference will be held: ***No*** The name(s), address(es), and telephone numbers of the Client's official(s) are: Name: **Silichong Rural Municipality, Office of the Rural Municipal Executive** Address: Tamku, Sankhuwasabha District, Province No. 1 Telephone No.: 9752006775
1.4	The Client will provide the following inputs: **As per TOR**
1.10	The clauses on fraud and corruption in the Contract *are:* **As per PPMO guidelines and prevailing procurement laws**
2.1	Clarifications may be requested **7 (seven)** days before the submission date The address for requesting clarifications is: **Office of the Rural Municipal Executive, Silichong Rural Municipality, Sankhuwasabha, Province No. 1, Nepal**
3.1	Proposals should be submitted in the following language(s): ***English***
3.3	Short listed consultants may associate with other short listed consultants: ***No*** The estimated number of professional staff-months required for the assignment is: **As per TOR** The minimum required experience of proposed professional staff is: ***As per TOR*** Reports that are part of the assignment must be written in the following language(s): ***English (Executive Summary should be submitted in English as well as Nepali)***
3.4	Training is a specific component of this assignment: ***No*** Additional information in the Technical Proposal includes: **As per TOR**
3.9	Proposals must remain valid for **90** days after the submission date
4.3	Consultants must submit **one original copy** of each proposal
4.4	The proposal submission address: **Office of the Rural Municipal Executive, Silichong Rural Municipality, Sankhuwasabha, Province No. 1, Nepal** Information on the outer envelope should also include: **Detailed Survey and Design of Dovan-Tamku 15 km Road Section of Silichong Rural Municipality**
4.5	Proposals must be submitted no later than: ***As per notice***
5.1	The address to send information to the Client is: **Office of the Rural Municipal Executive, Silichong Rural Municipality, Sankhuwasabha, Province No. 1, Nepal**
5.3	The number of points to be given under each of the evaluation criteria are:

S.N.	A. Evaluation Criteria for Technical Proposal Max Score : 100	Score	Detail

प्रसाद निरौला
अधिकृत

सिलिचोङ गाउँपालिका
गाउँ कार्यपालिकाको कार्यालय
तामकु, सङ्खुवासभा
प्रदेश नेपाल

1.	**Consultant's specific experience Max Score: 10** 1. **General Experience** Up to 2 years = 70%, 3 to 4 = 80%, >5 = 100% 2. **Specific Experience** Up to 2 nos. = 70%, 3 to 4 = 80%, >5 = 100% 3. **Resource of regular professional & supporting staff and office furnishing** Up to 2 nos. with office 70% and without office 50% of 70% 3 to 4 = 80%, >5 = 100%	10	
2.	**Methodology and Work Plan in Responding to TOR** 1. **Understanding of Assignment** : Average 50%, Good 70%, Excellent 100% 2. **Level of Detail** : Average 50%, Good 70%, Excellent 100% 3. **Innovation** : Average 50%, Good 70%, Excellent 100% 4. **Quality** : Average 50%, Good 70%, Excellent 100%	25	
3	***Qualification and technical competence of the proposed key staff for the assignment.*** 1. **Education** : Minimum required education 100% less than it 0. 2. **Time with firm in position held** Up to 2 years = 70%, 3 to 4 = 80%, >5 = 100% 3. **Training** : Related training of minimum 2 working days Up to 2 nos.= 70%, 3 to 4 nos. = 80%, >5 nos. = 100%	60	
3.1	**Team Leader/Highway or Transport Engineer** Masters degree in High or Transportation Engineering with Minimum experience of 5 years in relevant field.	12	
3.2	**Pavement Engineer / Material Engineer / Geologist** Bachelors degree in Civil Engineering or Material Engineer of Geology with 3 years of experience and good knowledge about office building designs	10	
3.3	**Environmentalist** Bachelor's degree in Environmental Engineering/ Masters in Environment Science with 3 years of experience	10	
3.4	**Sociologist** Master's degree in Sociology with Minimum experience of 5 years from Master's degree in relevant field	10	
3.5	**Road Design Engineer** Bachelor's degree in Civil Engineering or equivalent with 3 years' experience in relevant field.	10	
3.6	**Senior Surveyor** 16 months Senior Surveyor training with 2 years of experience or civil engineer	8	
4.	Transfer/Sharing of Knowledge. Max Score : 5	5	
	Maximum points to be awarded = 100 Minimum points to secure to qualify = 60		

5.10	The formula for determining the financial scores is the following: $Sf = 100 \times Fm/F$, in which Sf is the financial score, Fm is the lowest price and F the price of the proposal under consideration The weights given to the Technical and Financial Proposals are: T (Technical Proposal) = **0.8**, and P (Financial Proposal) =**0.2**
6 .1	The address for negotiations is: **Office of the Rural Municipal Executive, Silichong Rural Municipality, Tamku, Sankhuwasabha**
7.6	The assignment is expected to commence on : **As per notice**

प्रसाद गिरौला
अधिकृत

सिलिचोङ गाउँपालिका
गाउँ कार्यपालिकाको कार्यालय
ताम्कु, सङ्खुवासभा
१ नं.प्रदेश नेपाल
२०७३

Section 3. Technical Proposal - Standard Forms

सिलिचोङ गाउँपालिका
गाउँ कार्यपालिकाको कार्यालय
ताम्कु, सङ्खुवासभा
१ नं.प्रदेश नेपाल
२०७३

3A. Technical Proposal Submission Form

3B . Consultant's References

3C. Comments and Suggestions of Consultants on the Terms of Reference and on Data, Services, and Facilities to be Provided by the Client

3D. Description of the Methodology and Work Plan for Performing the Assignment

3E. Team Composition and Task Assignments

3F. Format of Curriculum Vitae (CV) for Proposed Professional Staff

3G. Time Schedule for Professional Personnel

3H. Activity (Work) Schedule

मोहनप्रसाद गिरौला
प्रमुख प्रशासकीय अधिकृत

सिलिचोङ गाउँपालिका
गाउँ कार्यपालिकाको कार्यालय
ताम्कु, सङ्खुवासभा
१ नं.प्रदेश नेपाल
२०७३

3A. Technical Proposal Submission Form

[Location, Date]

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

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for *Detailed Survey and Design of Dovan-Tamku 15 km. Road Section of Silichong Rural Municipality* in accordance with your Request for Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

If negotiations are held during the period of validity of the Proposal, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We understand you are not bound to accept any Proposal you receive. We remain,
Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Consultant:

Address:

मोहनप्रसाद बिरोला
प्रमुख प्रशासकीय अधिकृत

सिलिचोङ गाउँपालिका
गाउँ कार्यपालिकाको कार्यालय
ताम्कु, सङ्खुवासभा
प्रदेश नेपाल
२०७३

3B . Consultant's References

Relevant Services Carried Out That Best Illustrate Qualifications

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

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

Consultant's Name: _____

मोहनप्रसाद निरौला
प्रमुख प्रशासकीय अधिकृत

सिलिचोङ गाउँपालिका
गाउँ कार्यपालिकाको कार्यालय
तामु, सुदूरपश्चिम प्रदेश नेपाल

3C. Comments and Suggestions of Consultants on the Terms of Reference and on Data, Services, and Facilities to be Provided by the Client

On the Terms of Reference:

1.
2.
3.
4.
5.

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

1.
2.
3.
4.

3D. Description of the Methodology and Work Plan for Performing the Assignment

3E. Team Composition and Task Assignments

1. Technical/Managerial Staff

Name	Position	Task

2. Support Staff

Name	Position	Task

गोदनाथप्रसाद निरौला
प्रमुख प्रशासकीय अधिकृत

सिलिचोङ गाउँपालिका
गाउँ कार्यपालिकाको कार्यालय
ताम्कि, सङ्खुवासभा
१ नं.प्रदेश नेपाल
२०७३

3F. Format of Curriculum Vitae (CV) for Proposed Professional Staff

Proposed Position: _____

Name of Consultant: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Consultant/Entity: _____

Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

_____

Key Qualifications:
[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations.]

Education:
[*Summarize college/university and other specialized education of staff member, giving names of schools,* dates *attended, and degrees obtained.*]

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

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

_____ Date: _____

[Signature of staff member and authorized representative of the consultant] *Day/Month/Year*

Full name of staff member: _____
Full name of authorized representative: _____

मोहनप्रसाद निरौला
प्रमुख प्रशासकीय अधिकृत

सिलिचोङ गाउँपालिका
गाउँ कार्यपालिकाको कार्यालय
१ नं प्रदेश नेपाल

3G. Time Schedule for Professional Personnel

				Weeks (in the Form of a Bar Chart)												
Name	Position	Reports Due/ Activities		1	2	3	4	5	6	7	8	9	10	11	12	Number of Weeks
																Subtotal (1)
																Subtotal (2)
																Subtotal (3)
																Subtotal (4)

Full time: _____ Part-time: _____

Reports Due: _____

Activities Duration: _____ Signature:_____

(Authorized representative)

Full Name : _____

Title : _____

Address : _____

3H. Activity (Work) Schedule

A. Field Investigation and Study Items

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

B. Completion and Submission of Reports

Reports	Date
1. Inception Report	
2. Mid-Term Report	
3. Draft Report	
4. Final Report	

मोहनप्रसाद निरौला
प्रमुख प्रशासकीय अधिकृत

Section 4. Financial Proposal - Standard Forms

4A. Financial Proposal submission form.

4B. Summary of costs.

4C. Breakdown of price per activity.

4D. Breakdown of remuneration per activity.

4E. Reimbursable per activity.

4F. Miscellaneous expenses.

सिलिचोङ गाउँपालिका
गाउँ कार्यपालिकाको कार्यालय
ताम्कि, सङ्खुवासभा
१ नं.प्रदेश नेपाल
२०७३

मोहनप्रसाद निरौला
प्रमुख प्रशासकीय अधिकृत

4A. FINANCIAL PROPOSAL SUBMISSION FORM

सिलिचोङ गाउँपालिका
गाउँ कार्यपालिकाको कार्यालय
ताम्कु, सङ्खुवासभा
१ नं.प्रदेश नेपाल
२०७३

[Location. Date]

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

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for *Detailed Survey and Design of Dovan-Tamku 15 km Road Section of Silichong Rural Municipality* in accordance with your Request for Proposal. Our attached Financial Proposal is for the sum of *[Amount in words and figures]*. This amount is inclusive of the local taxes except Value Added Tax (VAT), which we have estimated at *[Amount(s) in words and figures]*.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiation of the validity period of the Proposal.

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

We remain,
Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Consultant:

Address:

मोहनप्रसाद गिरोला
प्रमुख प्रशासकीय अधिकृत

सिलिचोङ गाउँपालिका
गाउँ कार्यपालिकाको कार्यालय
ताम्कु, सङ्खुवासभा
१ नं.प्रदेश नेपाल
२०७३

4B. Summary of Costs

Costs	Amount(s)
Subtotal	
Total without VAT	
Value Added Tax	
Total Amount of Financial Proposal	

4C. Breakdown of Price per Activity

Activity No.: _____	Description: _____
Price Component :	Amount(s):
Remuneration	
Reimbursable	
Miscellaneous Expenses	
Subtotal	

4D. Breakdown of Remuneration per Activity

Activity No. _____			Name: _____	
Names	Position	Input person-month	Remuneration Rate (Rs.)	Amount
Grand Total				

4E. Reimbursable per Activity

Activity No. _____ Activity Name: _____

No.	Description	Unit	Quantity	Unit Price (Rs)	Total Amount In Rs.
1.	Local transportation costs		Lump sum		

...ेहलाप्रसाद गिरोला
...कीय अधिकृत

2. 3.	Office rent/accommodation Clerical assistance	month	Lump sum Lump sum		
	Grand Total				

सिलिचोङ गाउँपालिका
गाउँ कार्यपालिकाको कार्यालय
ताम्कि, सङ्खुवासभा
प्रदेश नेपाल
२०७३

4F. Miscellaneous Expenses

Activity No. _____ Activity Name: _____

No.	Description	Unit	Quantity	Unit Rate	Total Amount
1	Communication cost	month	.0		
2	Drafting, reproduction of reports	No.	.0		
3	Equipment: vehicles, computers, etc.	month	.0		
	Grand Total				

मोहनप्रसाद निरोला
प्रमुख प्रशासकीय अधिकृत

Section 5 Terms of Reference

5A. Background

5B. Scope of the task

5C. Objectives of the task

5D. Methodology

5E. Procedures for the Assignment

5F. Deliverables

5G. Human Resource

5H. Client's Proposed Composition of Staff

5I. Duration and Reporting Requirements

5J. Payment Schedule

सिलिचोङ गाउँपालिका
गाउँ कार्यपालिकाको कार्यालय
ताम्कु, सङ्खुवासभा
१ नं.प्रदेश नेपाल
२०७३

मोहनप्रसाद लिम्बोला
प्रमुख प्रशासकीय अधिकृत

सिलिचोङ गाउँपालिका
गाउँ कार्यपालिकाको कार्यालय
१ नं.प्रदेश नेपाल

Section 5. Terms of Reference

for the Detail Engineering Design of Dovan - Tamku 15 km. Road Section of Silichong Rural Municipality

1.0 BACKGROUND

Silichong Rural Municipality intends to procure consultancy services for the detail engineering design from the consulting firms well experienced in the fields of detail survey and design of roads, bridge engineering, other modes of road transportation, environment aspects etc., for providing engineering consulting services for detail engineering survey and design work of proposed Road section hereof, including cost estimation.

The physical parameters of the Road shall be determined in accordance with the category of the road and/or any other specialties of the project.

2.0 OBJECTIVES OF THE WORK

The main objective of the consulting services is to conduct a detail engineering survey of the proposed road, prepare detail design and cost estimate for the construction of the road. The consultant requires to perform the following jobs.

- ✓ Technical Studies: Assess the alignment feasibility with possible recommendation for low cost and local resources utilization (manpower, technology and material) oriented road construction.
- ✓ Detail Engineering survey of the alignment and its corridor
- ✓ Conduct hydrological studies for cross drainage works and fixing of embankment height
- ✓ Design the road detail incorporating all necessary details following the prevailing standards
- ✓ Prepare working drawings
- ✓ Prepare cost estimates with analysis of rates
- ✓ Prepare survey and design reports
- ✓ Prepare bill of quantities

3.0 SCOPE OF WORK

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

3.1 Desk Study

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

3.2 Field Study and Survey

मोहनप्रसाद निरोला
प्रशासकीय अधिकृत

सिलिचोङ गाउँपालिका
गाउँ कार्यपालिकाको कार्यालय
१ नं.प्रदेश नेपाल
२०७३

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

3.2.1 Detailed Engineering Survey:

- Fixing of road alignment by setting out intersection point (IP) and intermediates points.
- Establishment of Bench Marks (BM) and other reference points
- Taking longitudinal section (LS) and cross section (CS) using appropriate methods
- Cross Section should be taken at LS 15-25 m interval depending upon the terrain and 2.5m interval across the alignment, 5 m both side from the centerline.
- Conduct the chain survey

3.2.2 Engineering Study and Inventory Survey

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

प्रसाद ढिरोला
अधिकृत

सिलिचोङ गाउँपालिका
गाउँ कार्यपालिकाको कार्यालय
वाक, सुदूरपश्चिम प्रदेश नेपाल
२०७३

- Assessment of flood pattern and preliminary estimation of discharges should be carried out. Similarly, expected HFL shall be fixed as far as applicable.
- Information necessary for the design of the side drain and protection works as well as preliminary design of cross drainage structure shall be produced

3.3 Design and Drawings

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

3.3.1 Design of Road and Prepare Working Drawings

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

3.3.2 Design of Road Side Structure and Prepare Working Drawings

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

3.4 Prepare Bill of Quantities

- Prepare rate analysis
- Prepare cost estimate
- Prepare abstract of cost, material & labor schedules
- Prepare quality assurances Plan

3.5 Prepare and Submit Reports

The consultant shall submit his report in accordance with the existing standards developed by DOR (Department of Road) standard procedures as follows:

- **Draft Report**

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

This report shall be submitted in 2 (Two) Copies for review and comments.

- **Final Report**

After all corrections and incorporation of all comments and suggestions to the submitted draft report, it shall be submitted to Silichong Rural Municipality, Office of the Rural Municipal Executive. There should be 3 (Three) copies of final report.

मोहनप्रसाद निरौला
प्रमुख प्रशासकीय अधिकृत

4.0 GUIDELINES FOR EXECUTION OF CONSULTING SERVICES

- **Horizontal and vertical alignment of the road**

The horizontal alignment of the road centerline should be determined within the survey of proposed corridor of the optimum alignment between control points specified as a references through the engineering investigation. Efforts should be made to adjusted alignment so as to match the original road track, wherever possible, where road track exists. Cross Section should be taken at 15-25 m interval along the longitudinal sections and 2.5m interval across the alignment; 5 m both side from the centerline depending upon the terrain and section. Beginning and end of curves and then critical points as may be required should be fully defined relative to the station of intersection points.

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

- **Consideration of environment protection**

While designing the horizontal and vertical alignment, the consultant is required to access the potential damage to the environment and attempt to mitigate or minimize such damage and suggest appropriate measure in design in accordance with sustainable development principles.

- **Engineering Drawings Details**

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

सिलिचोङ गाउँपालिका
गाउँ कार्यपालिकाको कार्यालय
तोम्क, सङ्खुवासभा
१ नं.प्रदेश नेपाल
२०७३

मोहनप्रसाद लिम्बोला
प्रमुख प्रशासकीय अधिकृत

- Map of the Rural Municipality demarcation showing the location of the road.
- Map showing complete alignment with kilometer, names of area, land use, village, rural municipality, name of natural drainage etc.
- Location Map showing linkage of the road with surrounding road network.
- Map showing survey and design status of the Complete Road, Intersection Points, Benchmarks and other reference points.
- Plan, Profile (Longitudinal Section) and Cross- Section in the following Scale.
  - Plan - 1:1000
  - Horizontal Profile - 1:1000
  - Vertical Profile - 1:200
  - Cross Section - 1: 200
- Plans and profile of the road should contain details of geometry viz. horizontal alignment with coordinates of IP, deflection angle, IP to IP distances, Chainage of IP, curve data etc. names of different locations of the Rural Municipality, forest, land use pattern, cross drainage structure, retaining and protection structure required or as directed by Engineer in charge.
- Standard charts of mentioned cross drainage structures, retaining/Brest wall and protection works, side drain, typical cross section of the road according to types of soil, passing zone (if provided), hairpin bend (If provided)

5.0 TIME SCHEDULE

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

- Draft Report within 10 weeks started from the date of signing of the agreement.
- Final Report within a week after receiving Comments on the draft report.

6.0 WORKING TEAM

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

(1) Highway / Transport Engineer

(1) Pavement Engineer/Material Engineer/Geologist

(2) Environmentalist

(3) Sociologist

(4) Road Design Engineer

(5) Senior Surveyor

7.0 Mode of Payment

The Client shall pay the amounts claimed upon submission of the reports mentioned above based on the prevailing laws and rules/regulation of the Government of Nepal. As per agreement between client and consultant assigned for the study, the consultant can claim the payment either in a single installment after submission and acceptance of the Final report or in installment as follows:

- First installment, 30% of the total amount (Excluding provisional sums and taxes) upon submission of Inception report.

- Second installment, 40% of the total amount (Excluding provisional sums and taxes) upon submission and acceptance of draft report;
- Final or remaining 30% of the total amount upon submission and acceptance of final study report.

Note: For payment of reimbursable amounts, other expenses and miscellaneous expenses, VAT/ PAN bill should be attached compulsorily as per requirements.

सिलिचोङ गाउँपालिका
गाउँ कार्यपालिकाको कार्यालय
१ नं.प्रदेश नेपाल
२०७३

लोहनप्रसाद निरौला
प्रमुख प्रशासकीय अधिकृत

सिलिचोङ गाउँपालिका
गाउँ कार्यपालिकाको कार्यालय
ताम्कु, सङ्खुवासभा
प्रदेश नेपाल
२०७३

Appendix 'A'

REPORT FORMAT

CONTENTS

ACKNOWLEDGEMENTS
SYNOPSIS
SALIENT FEATURES (see Appendix 'B')
CONTENTS
LIST OF TABLES
LIST OF FIGURES
CHAPTER

1. **INTRODUCTION**
   Introduction
   Geomorphology & geology
   Hydrology & Metrology

2. **GEOMETRIC DESIGN STANDARDS**
   2.1 Road classification, traffic and loading (According to Nepal Rural Road standard, 2055)
   2.2 Design speed
   2.3 Horizontal curves
      2.3.1 Minimum radius of curve
      2.3.2 Super elevation
      2.3.3 Transit curves
      2.3.4 Extra-widening
   2.4 Vertical curves
      2.4.1 Minimum radius
      2.4.2 Gradient
   2.5 Sight distance
   2.6 Lateral and vertical clearance
   2.7 Right of way
   2.8 Traffic Sign posts

3. **ALIGNMENT SURVEY**
   3.1 Survey procedure
   3.2 Alignment description
   3.3 Bench marks and other reference points
   3.4 Materials survey

4. **DESIGN**
   4.1 Horizontal alignment
   4.2 Vertical alignment
   4.3 Cross-section design
   4.4 Drainage
   4.5 Pavement design
   4.6 Culverts and minor bridge design
   4.7 Retaining structure
   4.8 Road side development
   4.9 Measure for environment protection
   4.10 Bio engineering measures.

5. **QUANTITY SURVEY AND COST ESTIMATE**
   5.1 Project costs
      5.1.1 Summary of cost

मोहनप्रसाद लिम्बो
प्रशासकीय अधिकृत

5.1.2 Cost of site clearance
5.1.3 Cost of earth work
5.1.4 Cost of cross drainage works
5.1.5 Cost of pavement construction
5.2 Details of measurement
5.3 Bill of Quantity and tender documents
5.4 Quantity estimate of material & equipment
5.5 Manpower estimate
5.6 Analysis of rates
5.7 Availability of materials
5.8 Availability of manpower

6. CONCLUSION
6.1 General conclusions
6.1.1 General conclusions
6.1.2 Specific conclusions
6.2 Discussions
6.2 Quality Assurance Plan
6.3 Recommendations

7. REFERENCES

8. APPENDICES

9. TEAM DETAILS/USED EQUEPMENT/SOFTWERE,SPREADSHEET etc.

सिलिचोङ गाउँपालिका
गाउँ कार्यपालिकाको कार्यालय
ताम्कु, सङ्खुवासभा
१ नं.प्रदेश नेपाल
२०७३

मोहनप्रसाद निरौला
प्रमुख प्रशासकीय अधिकृत

Appendix 'B'

Summary of Salient Features

1. **NAME OF PROJECT**

2. **LOCATION**
   Geographical location
   Geographical features
   Terrain
   Climate
   Geology

3. **CLASSIFICATION OF ROAD**
   3.1 Classification
   3.2 Surface

4. **ALIGNMENT SURVEYED**

5. **CROSS-SECTION**
   5.1 Right of way
   5.2 Formation width
   5.3 Carriage way width
   5.4 Shoulder width
   6.5 Side drain shape and size

6. **Pavement**
   6.1 Sub-grade Material & thickness
   6.2 Sub-Base Design, Material & thickness
   6.3 Ottaseal Material & thickness

7. **STRUCTURE**
   7.1 Side Drains
   Earthen (Unlined) Size & length
   Dry Stone Drain Size & length
   Cement Masonry Drain Size & length
   Catch Drain Size & length
   7.2 Culverts
   Slab culverts Number and span
   Pipe culvert Diameter and number
   7.3 Bridge
   Minor bridge Number and span
   7.4 Retaining structures
   Gabion walls Height range, thickness range and total length
   Stone masonry Height range, thickness range and total length
   Dry stone masonry Height range, thickness range and total length

8. **VOLUME OF CONSTRUCTION**
   8.1 Earth work Cutting and filling
   8.2 Pavement Volume of sub-base & wearing course(Ottaseal)

9. **PROJECT COST**
   9.1 Net cost Total cost & rate per km.
   9.2 Gross cost Total cost & rate per km.

10. **PROJECT COST SUMMERY FORMAT (As per Sample provided by Office)**

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२०७३

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Appendix 'C'

GEOMETRICS AND SURFACING OPTIONS FOR ROAD WORKS

#	Road Components	Design Standards [a]		Remarks
		Terai	*Hill / Mountain*	
1.	Carriageway Width (m)			
	▪ Traffic < 100 VPD	3.00	3.00	
	▪ Traffic>100VPD<400VPD	3.75	3.75	
2.	Shoulder Width (m)	1.50	0.75	On both sides
3.	Roadway Width (m)			
	▪ Traffic < 100 VPD (see notes below)	6.00	4.50	Excludes width of drain, parapet & retaining wall top
	▪ Traffic>100VPD<400VPD	6.75	5.25	
4.	Right of Way (m)	20.00	20.00	10m Right-of-Way (ROW) on either side from the road centreline
5.	Corridor of Impact or COI (see notes below)	As specified in as per the provision of the Environmental and Social Management Framework (ESMF) of SNRTP		COI will be the minimum width to cover the actual road construction boundary plus 1.00m on each side of the construction line.
6.	Design Speed			
	▪ Ruling	50	25	
	▪ Minimum	40	20	
7.	Stopping Sight Distance (m)	45.00	20.00	
8.	Lateral Clearance (m)			
	▪ Normal	1.50	1.00	
	▪ Minimum	1.00	0.50	
9.	Vertical Clearance (m)	5.00	5.00	
10.	Radius of Horizontal Curves (m)			
	▪ Ruling	≥90.00	≥20.00	
	▪ Minimum	60.00	12.50	Exceptional case: 10m
11	Hairpin bends			
	▪ Desirable spacing (m)	NA	100	Distance between two bends
	▪ Minimum radius (m)	NA	12.5	Exceptional Case: 8.5m
	▪ Minimum roadway width at apex (m)	NA	5.5	For curves with radius <12.5m provide 7.00 width
12.	Gradient (%)			
	▪ Ruling	5	7	
	▪ Limiting	6	10	
	▪ Exceptional	7	12	Up to 15% in hill roads for short stretch of 50m in unavoidable situation except in hairpin bends.

#	Road Components	Design Standards		Remarks
		Terai	*Hill-Mountain*	
	▪ Maximum for Bridge approach ▪ Minimum in hill roads	5 NA	6 0.50	
13.	Extra Widening (m) For curve radius ≤ 20m For curve radius 20 -60 m For curve radius > 60 m	 1.5 0.60 Nil	 1.5 0.60 Nil	
14.	Camber minimum (%) Earthen Roads Gravel Roads Bituminous Roads	 5 4 3	 5 4 3	 Hills: Unidirectional camber sloping either towards hill side or valley side. *Terai*: both side camber from centreline *Hills*: Unilateral camber in carriageway sloping towards hill side. *Terai*: both side camber from centreline *Hills*: Unilateral camber in carriageway sloping towards hill side. *Terai*: both side camber from centreline
15.	Passing zone/Bus lay Byes	Width 2.5m in addition to carriageway width and length 30m along the edge of carriageway tapered to 20m along the outer edge or at least of dimensions as specified in NRSS-2013		
16.	Traffic Signs and Road Safety	As detailed in the NRRS 2013		
17.	Carriageway width (cross-drainage structures) Culvert Bridge	 6.00 4.25	 4.5 4.25	 Distance between parapet walls Distance between kerb on one side and footpath (min 1.00m width) on the other side (see notes below)
18.	Road side drains			<u>Hill roads</u>: tick drain with masonry (1:4) back wall and 10cm thick M-15 grade concrete sloped bed throughout the road length as required <u>Built up areas</u>: Type G drain specified in DOLIDAR Technical Guideline with adequate cover slabs for crossings
Surfacing Options				

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गाउँ कार्यपालिकाको कार्यालय
बागमती प्रदेश नेपाल
२०७३

प्रसाद निरौला
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#	Road Components	Design Standards		Remarks
		Terai	*Hill / Mountain*	
1.	Gravel Surface	15 cm thick in carriageway for both hill and *Terai* roads.		Hill roads: 15cm gravel surfacing in carriageway to be extended in the hill side shoulder up to inner edge of the drain. Tapering gavel hard shoulder (15cm to 6cm) in the valley side with slope towards the valley. *Terai* roads: 1.00m wide tapering gavel hard shoulder (15cm to 6 cm) with slope towards the embankment on either side of the carriageway
2.	Bituminous Surface	For traffic ≤ 150 VPD [b], Otta-seal For traffic > 150 VPD [b], DBST		Hill roads: ▪ Otta-seal to be extended in the hill side shoulder up to inner edge of the drain. ▪ Sand seal in carriageway ▪ Hard shoulder in valley side ▪ Double Otta-seal in sharp curves(R<12m) and in road section with gradient in excess of 10% ▪ Terai Roads: ▪ Otta-seal with sand seal in carriageway ▪ Pre-cast M15 concrete edge blocks (300mm×150mm×80mm) on both sides of carriageway.
3.	Otta seal pavement design for traffic < 150 VPD based on subgrade CBR 2.00% < CBR < 4.00 % 4.00% < CBR < 7.00 % 7.00% < CBR < 10.00 %	100 mm Crusher Run Material (CRM) 100 mm Gravel Sub-base 200 mm Capping Layer [c] 100mm CRM 100mm Gravel Sub-base 100mm Capping Layer 100mm CRM 100mm Gravel Sub-base		Hill roads: ▪ Capping layer and sub base to extend to full formation width. ▪ CRM (10cm) from outer edge of carriageway to inner edge of hill side drain ▪ Tapered CRM (10cm to 6 cm) valley side shoulder with slope towards the valley *Terai* roads: ▪ Capping layer and sub base in carriageway and 1.00m shoulder on either side of carriageway ▪ Tapered CRM (10cm to 6 cm) from outer side of precast edging to the edge of sub base.

#	Road Components	Design Standards [a]		Remarks
		Terai	*Hill / Mountain*	
4.	DBST pavement design for traffic > 150 VPD	Type and thickness of different pavement layers to be based on detailed design.		

Notes:

a) The standards are mainly adapted from Nepal Rural Road Standards (NRRS), 2013. However, in some cases separate standards are proposed where NRSS standards are found to be inadequate or missing.
b) Vehicles Per Day (VPD) as per definitions of NRRS, 2013.
c) Main objective of the capping layer is to increase CBR of sub grade to at least 10%. Locally available suitable materials will be used for the capping layer.
d) COI to be used for compensation purposes only.
e) Bridge design will include standard size kerb on one side of the carriageway and minimum 1.00m width footpath on the other side of the carriageway.

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

Name of the project: Detailed Survey and Design of Dovan-Tamku 15 km Road Section in Silichong Rural Municipal.
Chainage: 0+000~15+400

Financial Proposal for Detailed Survey & Design works.

F/Y: 074/75

S.N	Description	Unit	Quantity	In Figure NRs.	In words	Amount	Remarks
1	Detailed Survey, Design and Cost Estimates with appropriate slicing in each road packages.	Km.					**
			VAT @ 13%				
			TOTAL				

Name of the Firm:
Address:
Name of Authorized Person:

Authorized Sign and seal of the firm
Date:

**

Activities covered by survey works are (but not limited to):

- Fixing of road alignment by setting out intersection point (IP) and intermediate points.
- Establishment of Bench Marks (BM) and other reference points.
- Taking Longitudinal section (LS) and cross section(CS). for LS 10-25 (10-20) m depending upon the terrain and 2-5 m interval across the alignment from the centerline.
- Conducting Chain Survey.

Activities covered by design works are (but not limited to):

- Calculate and plot the reduced ground level of longitudinal and cross section.
- Design the most economical road profile by balancing the volume of cut and fill to the nearest.
- Design horizontal and vertical curves.
- As per the engineering design, prepare the drawings of road's plan indicating the coordinate of IPs and profile (Longitudinal)
- Prepare the road's typical cross section with the pavement details.

- Design of appropriate road side structures.
- Prepare the drawings for above road side structures.
- Prepare locality map & resource map.
- Prepare Bill of Quantities
- Prepare Rate Analysis
- Prepare Cost estimate.
- Prepare the abstract of cost, Material and labor schedules.
- Prepare Quality assurance plan.
- Prepare Environment Management Action Plan (EMAP)
- Prepare project report by including the documents (design, drawings, BoQs, cost estimates and other) prepared for road.

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२०७३

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CONTRACT

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१ नं.प्रदेश नेपाल
२०७३

Preparation of Detailed Survey and Design of Dovan-Tamku 15 km Road Section of Silichong Rural Municipality

Silichong Rural Municipality

Office of the Rural Municipal Executive

Tamku, Sankhuwasabha, Province No. 1

Nepal

Bhadra, 2075

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Contract for Consultant Service

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FORM

Preparation of Detailed Survey and Design of Dovan-Tamku 15 km Road Section of Silichong Rural Municipality

Between

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

and

[Consultant's Name]
[Consultant's Address]

Date : .....

लोकप्रसाद निरौला
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१ नं प्रदेश नेपाल

I. Form of Contract

This CONTRACT (hereinafter called the "Contract") is made on day ___ of the month _____ of the year _____ between, on the one hand, Silichong Rural Municipality, Office of the Rural Municipal Executive (hereinafter called the 'Client') and on the other hand, _____ (hereinafter called the "Consultants").

WHEREAS

(a) the Client has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Service");

(b) the Consultants, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Service on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto here by agree to follow:

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 Contracts;
   - (c) The following Appendices: *[**Note:** If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix and on the sheet attached hereto carryin the title of that Appendix.]*

     Appendix A: Description of the Services

     Appendix B: Reporting Requirement

     Appendix C: Key Personnel and Subconsultants
2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract, in particular:
   - (a) the Consultants shall carry out the Services in accordance with the provisions of the Contract; and
   - (b) the Client shall make payments to the 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 Silichong Rural Municipality, Office of the Rural Municipal Executive _____ *[Name of the authorized signatory]* *[Title of authorized signatory]* _____ Witness 1	For and on behalf of *[Consultant's Name]* *[Authorized signature]* *[Name of authorized signatory]* *[Title of authorized signatory]* _____ Witness 2

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प्रमुख प्रशासकीय अधिकृत

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१ नं.प्रदेश नेपाल
२०७३

General Conditions of Contract (GCC)

1. General Provisions

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

a. "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;

b. "Government" means Government of Nepal.

c. "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;

d. "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GCC 2.1;

e. "GCC" means these General Conditions of Contract;

f. "Donor" means the organization offering loan, credit or grant to GoN

g. "Local Currency" means the currency of the Government;

h. "Member," in case the Consultants consist of a joint venture of more than one entity, means any of these entities; and "Members" means all these entities;

i. "Party" means the Client or the Consultants, as the case may be, and "Parties" means both of them;

j. "Personnel" means persons hired by the Consultants or by any Subconsultant as employees and assigned to the performance of the Services or any part thereof; "Foreign Personnel" means such persons who at the time of being so hired had their domicile outside Nepal; "Local Personnel" means such persons who at the time of being so hired had their domicile inside Nepal; and "Key Personnel" means the Personnel referred to in Clause GCC 4.2(a);

k. "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;

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

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

n. "Third Party" means any person or entity other than the Government, the Client, the Consultants or a Subconsultant.

1.2 Relation between the Parties

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

1.3 Law Governing Contract

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

मोहनप्रसाद निरौला
प्रमुख प्रशासकीय अधिकृत

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1.4 Language

This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.5 Headings

The headings shall not limit, alter or affect the meaning of this Contract.

1.6 Notices

1.6.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SCC.

1.6.2 Notice will be deemed to be effective as specified in the SCC.

1.6.3 A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the SCC with respect to Clause GCC 1.6.2.

1.7 Location

The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in Nepal or elsewhere, as the Client may approve.

1.8 Authority of Member in Charge

In case the Consultants consist of a joint venture of more than one entity, the Members hereby authorize the entity specified in the SCC to act on their behalf in exercising all the Consultants' rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

1.9 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants may be taken or executed by the officials specified in the SCC.

1.10 Taxes and Duties

Unless otherwise specified in the SCC, the Consultants, Subconsultants and Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law.

2. Commencement, Completion, Modification and Termination of Contract

2.1 Effectiveness of Contract

This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultants instructing the Consultants to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.

2.2 Termination of Contract for Failure to Become Effective

If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as shall be specified in the SCC, either Party may, by not less than thirty (30) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

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प्रशासकीय अधिकृत

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2.3 Commencement of Services

The Consultants shall begin carrying out the Services at the end of such time period after the Effective Date as shall be specified in the SCC.

2.4 Expiration of Contract

Unless terminated earlier pursuant to Clause GCC 2.9 hereof, this Contract shall terminate at the end of such time period after the Effective Date as shall be specified in the SCC.

2.5 Variation

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

2.6 Force Majeure

2.6.1 Definition

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

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

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

2.6.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.6.3 Measures to be Taken

a. 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.

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

c. The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.6.4 Extension of Time (EoT)

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

मोहनप्रसाद निरोला
प्रमुख प्रशासकीय अधिकृत

सिलिचोङ गाउँपालिका
गाउँ कार्यपालिकाको कार्यालय

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 weather:

a. the consultant had made the best possible efforts to complete the work in due time,

b. the facilities to be provided by the Client as per the contract to the Consultant was made in time or not,

c. the delay was as a result of Force Majeure or not.

2.6.5 Consultation

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

2.7 Suspension

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

2.8 Termination

2.8.1 By the Client

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

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

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

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

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

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

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

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

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प्रमुख प्रशासकीय अधिकृत

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

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

2.8.2 By the Consultants

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

a. if the Client fails to pay any money due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause GCC 8 hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;

b. if the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach;

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

d. if the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 8 hereof.

2.8.3 Cessation of Rights and Obligations

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

2.8.4 Cessation of Services

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

2.8.5 Payment upon Termination

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

a. remuneration pursuant to Clause GCC 6 hereof for Services satisfactorily performed prior to the effective date of termination;

b. reimbursable expenditures pursuant to Clause GCC 6 hereof for expenditures actually incurred prior to the effective date of termination; and

c. except in the case of termination pursuant to paragraphs (a) through (d) of Clause GCC 2.8.1 hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract including the cost of the return travel of the Personnel and their eligible dependents.

2.8.6 Disputes about Events of Termination

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

3. Obligations of the Consultants

3.1 General

3.1.1 Standard of Performance

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

3.1.2 Law Governing Services

The Consultants shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Subconsultants, as well as the Personnel of the Consultants and any Subconsultants, comply with the Applicable Law. The Client shall notify the Consultants in writing of relevant local customs, and the Consultants shall, after such notification, respect such customs.

3.1.3 Application of Procurement Law

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

3.2 Conflict of Interests

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

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

3.2.2 Consultants and Affiliates Not to Engage in Certain Activities

The Consultants agree that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultants, as well as any Subconsultant and any entity affiliated with such Subconsultant, shall be disqualified from providing goods, works or services (other than the

Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.3 Prohibition of Conflicting Activities

The Consultants shall not engage, and shall cause their Personnel as well as their Subconsultants 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.

3.3Confidentiality

The Consultants, their Subconsultants, and the Personnel of either of them shall not, either during the term of within two (2) years after the expiration of this Contract, disclose any proprietary 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.

3.4 Liability of the Consultants

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

3.5 Insurance to be Taken Out by the Consultants

The Consultants (i) shall take out and maintain, and shall cause any Subconsultants to take out and maintain, at their (or the Subconsultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverages, as shall be specified in the SCC, and (ii) at the

Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

3.6 Accounting, Inspection and Auditing

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

3.7 Consultants' Actions Requiring Client's Prior Approval

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

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

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

c. any other action that may be specified in the SCC.

3.8 Reporting Obligations

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

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१ नं.प्रदेश नेपाल

प्रेमप्रसाद निरौला
प्रमुख प्रशासकीय अधिकृत

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गाउँ कार्यपालिकाको कार्यालय
ताप्ले, मङ्गुवासमा
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3.9 Documents Prepared by the Consultants to be the Property of the Client

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

3.10 Equipment and Materials Furnished by the Client

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

4. Consultants' Personnel and Subconsultant

4.1 General

The Consultants shall employ and provide such qualified and experienced Personnel and Subconsultants as are required to carry out the Services.

4.2 Description of Personnel

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

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

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

4.3 Approval of Personnel

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

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प्रमुख प्रशासकीय अधिकृत

4.4 Removal and/or Replacement of Personnel

a. Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications.

b. If the Client (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

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

5. Obligations of the Client

5.1 Access to Site

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

5.2 Change in the Applicable Law

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

5.3 Services, Facilities and Property of the Client

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

5.4 Payment

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

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6. Payments to The Consultants

6.1 Cost Estimates; Ceiling Amount

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

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

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

6.2 Remuneration and Reimbursable Expenditures

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

b. Reimbursable expenditures actually and reasonably incurred by the Consultants in the performance of the Services, as specified in Clause SCC 6.3.

6.3 Currency of Payment

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

6.4 Mode of Billing and Payment

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

a. The Client shall cause to be paid to the Consultants an advance payment as specified in the SCC, and as otherwise set forth below. The advance payment will be due after provision by the Consultants to the Client of a bank guarantee by a bank acceptable to the Client in an amount specified in the SCC, such bank guarantee (i) to remain effective additional one month after the advance payment has been fully set off as provided in the SCC, and (ii) to be in the form set forth in Appendix I hereto or in such other form as the Client shall have approved in writing.

b. As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services or on completion of the task on which the payment is based, the Consultants shall submit to the Client, in duplicate, itemized statements, accompanied by copies of receipted invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to Clauses GCC 6.3 and 6.4 for such month or completed task. The invoice format shall be as agreed between the client and the consultants.

c. The Client shall cause the payment of the Consultants' monthly statements less retention money 5% within thirty (30) days after the receipt by the Client of such statements with supporting documents. Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorised to be incurred by the Consultants, the Client may add or subtract the difference from any

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गाउँ कार्यपालिकाको कार्यालय
ताम्कु, सङ्खुवासभा
२०७३

प्रसाद गिरोला
कीय अधिकृत

subsequent payments. Interest at the annual rate specified in the SCC shall become payable as from the above due date on any amount due by, but not paid on, such due date.

d. The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultants and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory forty-five (45) calendar days after receipt of the final report and final statement by the Client unless the Client, within such forty-five (45) day period, gives written notice to the Consultants specifying in detail deficiencies in the Services, the final report or final statement. The Consultants shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Client has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultants to the Client within thirty (30) days after receipt by the Consultants of notice thereof. Any such claim by the Client for reimbursement must be made within ninety (90) calendar days after receipt by the Client of a final report and a final statement approved by the Client in accordance with the above.

e. All payments under this Contract shall be made to the account of the Consultant specified in the SCC.

6.5 Retention

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

b. One half of the retention shall be repaid by the Client to the consultant at the time of the payment of the Final Bill pursuant to GCC Clause 6.4 (d)

c. The remainder of the retention shall be paid by the Client to the consultant within 15 days after submission of an evidence document issued by the concerned Internal Revenue Office that the consultant has submitted his Income Returns.

6.6 Liquidated Damages

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

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मोहनप्रसाद तिरोला
प्रमुख प्रशासकीय अधिकृत

सिलिचोङ गाउँपालिका
गाउँ कार्यपालिकाको कार्यालय
ताम्कु, सङ्खुवासभा
१ नं.प्रदेश नेपाल

7. Fairness and Good Faith

7.1 Good Faith

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

7.2 Operation of the Contract

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

8. Settlement of Disputes

8.1 Amicable Settlement

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

8.2 Dispute Settlement

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

8.3. Appointment of the Adjudicator

a. The Adjudicator, shall be appointed jointly by the Client and the Consultant within 30 days of the commencement date of the contract. If the parties cannot reach an agreement on the appointment of the Adjudicator, the Client will request the Appointing Authority designated in the SCC, to appoint the Adjudicator within 15 days of receipt of such request.

b. Should the Adjudicator resign or die, or should the Client and the Consultant agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Client and the Consultant. In case of disagreement between the Client and the Consultant, within 30 days, the Adjudicator shall be designated by the Appointing Authority at the request of either party, within 15 days of receipt of such request

8.4. Procedures for Disputes

a. If a dispute is referred to the Adjudicator pursuant to GCC Clause 8,2 then the the Adjudicator shall give a decision in writing within 30 days of receipt of a reference of the dispute.

b. The Adjudicator shall be paid by the hour at the rate specified in the SCC, together with reimbursable expenses of the types specified in the SCC, and the cost shall be divided equally between the Client and the Consultant, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 30 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 30 days, the Adjudicator's decision will be final and binding.

c. In case of arbitration, the arbitration shall be conducted in accordance with the arbitration procedures published by Nepal Council of Arbitration .

मोहनप्रसाद लिम्बोला
प्रमुख प्रशासकीय अधिकृत

सिलिचोङ गाउँपालिका
गाउँ कार्यपालिकाको कार्यालय
लुम्ले, सुर्खेत
कर्णाली प्रदेश, नेपाल
२०७३

9. Remedies for Breach of Contract

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

a. rejection of defective performance,

b. prompt replacement and correction of defective services,

c. application of liquidated damages for delay as per the provision of the Contract,

d. termination of the contract and correction of the services, not performed as per the requirement of the contract, at the expense of the consultant,

e. recovery for consequential damages;

f. such other remedies as may be available pursuant to the contract or to applicable law.

10. Conduct of Consultants

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

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

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 bidders.

v. coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceeding

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 the notification of award of contract

11. Blacklisting Consultant

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

a) if it is proved that the bidder committed acts pursuant to the Information to Consultants GCC 10.2,

b) if the consultant fails to sign an agreement pursuant to Information to Consultants clause 7.3,

c) if it is proved later that the consultant has committed substantial defect in implementation of the contract or has not substantially fulfilled his obligations under the contract or the completed work is not of the specified quality as per the contract,

d) if convicted by a court of law in a criminal offence which disqualifies the bidder from participating in the contract.

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

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II. SPECIAL CONDITIONS OF CONTRACT (SCC)

Number of GCC Clause[1]	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.6.1	The addresses are: Client: Silichong Rural Municipality, Office of the Rural Municipal Executive Address: Tamku, Sankhuwasabha, Province No. 1 Attention: Chief Administrative Officer Telephone No.: 9752006775 Consultants: Address: Attention: E-mail:
1.6.2	Notice will be deemed to be effective as follows: – in the case of personal delivery or registered mail, on delivery; in case of E-mail, 24 hours following confirmed transmission.
1.8 Procedure	Not Applicable
1.9	The Authorized Representatives are: For the Client: Chief Administrative Officer For the Consultants:
1.10	In accordance with the prevailing Acts, regulations and the established policy in the Government of Nepal, the Consultants must pay all the taxes, duties, fees and other impositions as may be levied while carrying out their services as mentioned in the Terms of Reference (TOR). For this, no any reimbursement shall be claimed to the client
2.1	This contract shall come into effect from the date of signing
2.2	The time period shall be **Thirty (30) days**.
2.3	*The date for the commencement of services is the date on which this Contract shall come into effect as per GCC clause 2.1*
2.4	The time period shall be **3** months.
3.2.3(b)	*Not Applicable*
3.4	**Limitation of the Consultants' Liability towards the Client** Except in case of gross negligence or willful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Client's property, shall not be liable to the Client: for any indirect or consequential loss or damage; and for any direct loss or damage that exceeds (A) the total payments for professional fees and reimbursable expenditures made or expected to be made to the Consultants hereunder, or (B) the proceeds the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (A) or (B) is higher.

This limitation of liability shall not affect the Consultants' liability, if any, for damage to Third Parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services.

3.5	*Not Applicable*
3.7(c)	*Not Applicable*
3.9	[The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.
6.1(b)	*Not Applicable*
6.2(a)	*Not Applicable*
6.4(a)	*Not Applicable*
6.4(b)	*Not Applicable*
6.4(c)	*Not Applicable*
6.4 (d)	*As defined in the ToR*
6.4(e)	The account is: Details will be provided by the Consultant within ____ days from the effective date of the Contract.
6.5 (a)	Retention: 5% of the invoice amount
6.6	Liquidated Damages: at the rate of 0.05 % of contract price per day to a maximum of 10% of the sum stated in the Agreement
8.3 Appointment of the Adjudicator	Appointing Authority: ***Nepal Arbitration Council, NEPCA***
8.4(b)	The Adjudicator's rate is: as per NEPCA
8.4(c)	Disputes shall be settled by arbitration in accordance with the following provisions:

1. Selection of Arbitrators.
   Each dispute submitted by a Party to arbitration shall be heard by an arbitration panel composed of three arbitrators. The Client and the Consultants shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by ***Nepal Arbitration Council (NEPCA) and the*** arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of ***NEPCA.***
2. Substitute Arbitrators. If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.
3. Miscellaneous. In any arbitration proceeding hereunder:
   (a) proceedings shall, unless otherwise agreed by the Parties, be held in Kathmandu;
   (b) the English 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.

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१ नं.प्रदेश नेपाल
२०७३

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Appendices

Appendix A- Description of the Services – Terms of Reference (TOR)

As per Attached TOR

Appendix B—Reporting Requirements

As mentioned in ToR

Appendix C: Key Personnel and Sub-Consultants

Key Personnel is as mentioned as above and Sub-Consultants is not applicable.

Appendix D: Duties of the Client

Services, facilities and property to be made available to the Consultants by the Client. as mentioned in TOR and finalized during contract negotiation

Appendix E: Cost Estimates in Local Currency

As per Contract Negotiation based on Financial Proposal of Consultant

Appendix F: Form of Guarantee for Advance Payments

(Not Used)

Appendix G: Minutes of Negotiations Meetings

As requirement

मोहनप्रसाद निरौला
प्रमुख प्रशासकीय अधिकृत