



GOVERNMENT OF NEPAL
MINISTRY OF PHYSICAL INFRASTRUCTURE AND TRANSPORT
Department of Railways
Rail, Metrorail and Monorail Development Project
Bishalnagar, Kathmandu.

REQUEST FOR PROPOSAL
For
SELECTION OF CONSULTANT

Package: 04

Project: Detailed Engineering Survey and Design of Railway Line

Location: Sukkhad – Gaddachowki Section (95km) of Mechi-Mahakali
Railway

October, 2016
Bishalnagar, Kathmandu

Table of Contents

Section 1.	Letter of Invitation	1
Section 2.	Information to Consultants.....	2
Section 3.	Technical Proposal - Standard Forms	18
Section 4.	Financial Proposal - Standard Forms	28
Section 5.	Terms of Reference.....	35
Section 6.	Standard Form of Contract.....	60

Section 1. Letter of Invitation

Ref:

Date:

M/s

Dear consultant,

1. Government of Nepal (GoN) has allocated fund toward the cost of **Detailed Engineering Survey and Design of Electrified Railway Line for Sukkhad - Gaddachowki Section of Mechi-Mahakali Railway** and intends to apply a portion of this fund to eligible payments under this Contract.
2. The Ministry of Physical Infrastructure and Transport, Department of Railways, Railway, monorail and Metro Development Project now invites proposals to provide the consulting services as described in the Terms of Reference included in Section 5 of the RFP.
3. The Request for Proposal (RFP) has been addressed to the following shortlisted consultants:
China Railway Eryuan Engineering Group Co. Ltd., China (CREEC)
China Railway SIYUAN Survey and Design Group Co. Ltd.
YOOSHIN Engineering Corporation in JV with Korea Rail Network Authority, and Full Bright Consultancy P. Ltd and in association with Birat Infrastructure Development P. Ltd, Nepal
The Third Railway Survey and Design Institute Group Corporation, China in consortium with Tractebel Engineering P. Ltd, India in association with Nepal Transportation and Development Research Centre, Hydro Trans P. Ltd, Nepal
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
Section 6 - Standard Forms of Contract.
6. Please inform us, upon receipt:
 - (a) that you received the letter of invitation; and
 - (b) Whether you will submit a proposal alone or in association.
 - (c) Short listed consultant mandatorily convey to the client whether you will submit the proposal or not within 7 (Seven) days after receiving the RFP to the Department of Railways, Rail, Metrorail and Monorail Development Project Office, Bishalnagar, Kathmandu, Nepal.
7. If the last date of submission falls on a government holiday then the next working day shall be considered as the last day

Yours sincerely,

.....

Ananta Acharya
Director General,
Department of Railways
Rail, Metrorail and Monorail Development Project

Section 2. Information to Consultants

- 1. Introduction**
- 1.1 The Client named in the Data Sheet will select a consultant among those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.
 - 1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet for consulting services required for the assignment named in the Data Sheet. The proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected consultant.
 - 1.3 The assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the assignment includes several phases, the performance of the consultant under each phase must be to the Client's satisfaction before work begins on the next phase.
 - 1.4 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain firsthand information on the assignment and on the local conditions, consultants are encouraged to visit the Client before submitting a proposal and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. The consultants' representative should contact the officials named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
 - 1.5 The Client will provide the inputs specified in the Data Sheet, assist the consultant in obtaining licences and permits needed to carry out the services, and make available relevant project data and reports.
 - 1.6 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.
 - 1.7 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, who 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 As pointed out in para. 1.7.1 (a) above, consultants may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the Data Sheet and the factors used for the selection of the consultant should take the likelihood of continuation into account. It will be the exclusive decision of the Client whether or not to have the downstream assignment carried out, and if it is carried out, which consultant will be hired for the purpose.
- 1.7.3 Any previous or ongoing participation in relation to the assignment by the consultant, its professional staff or affiliates or associates under a contract with the GoN may result in rejection of the proposal. Consultants should clarify their situation in that respect with the Client before preparing the proposal.
- 1.8 It is the GoN's policy to require its implementing agencies, as well as consultants under GoN (or Donor Agency) financed contracts, to observe the highest standard of ethics during the selection and execution of such 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 furnish information as described in the Financial Proposal submission form (Section 4A) on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal, and to execute the work if the consultant is awarded the contract.

1.11 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. 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

3.1 Consultants are requested to submit a proposal (Sub- Clause1.2) written in the language(s) specified in the Data Sheet.

Technical Proposal

- 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. Foreign consultants are encouraged to seek the participation of local consultants by entering into a joint venture with, or subcontracting part of the assignment to, national consultants.
 - 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.
 - iii. It is desirable that the majority of the key professional staff proposed be permanent employees of the consultant or have an extended and stable working relationship with it.
 - 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).
- 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 (foreign and local, in the field and at headquarters), and (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for 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 and, if appropriate, into foreign and local expenditures.
- 3.7 The Financial Proposal should clearly estimate, as a separate amount, the local taxes (including social security), duties, fees, levies, and other charges imposed under the applicable law, on the consultants, the sub-consultants, and their personnel (other than nationals or permanent residents of Nepal), unless the Data Sheet specifies otherwise.
- 3.8 Consultants may express the price of their services in the currency acceptable to the Client. The consultants may not use more than three foreign currencies. The Client may require consultants to state the portion of their price representing local cost in Nepalese Rupees if so indicated in the Data Sheet.

3.9 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal submission form (Section 4A).

3.10 The Data Sheet indicates 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, if required, FP; see Para 1.2) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the consultant itself. Any such corrections must be initialled by the persons or person who sign(s) the proposals.

4.2 An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal.

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

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

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| Evaluation of Technical Proposals (QCBS, QBS,FBS, LCBS)) | <p>5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, is concluded.</p> <p>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.</p> <p>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 Sub - Clause 1.2 and the Data Sheet.</p> |
| Public Opening and Evaluation of Financial Proposals (CBS Only) | <p>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.</p> |
| Public Opening and Evaluation of Financial Proposals (QCBS , QBSFBS,LCBS) | <p>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 days for National level proposals and 15 days for International level proposals after the notification date. The notification may be sent by registered letter, cable, telex, facsimile, or electronic mail.</p> <p>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.</p> <p>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</p> |

computational errors, and convert prices in various currencies to the single currency specified in the Data Sheet. The official selling rates and the date used shall be as provided by the source indicated in the Data Sheet.

- 5.9 The evaluation shall exclude those taxes, duties, fees, levies, and other charges estimated as per Sub – Clause 3.7 and imposed under the applicable law; and to be applied to foreign and non-permanent resident consultants (and to be paid under the contract, unless the consultant is exempted).
- 5.10 In case of Fixed Budget Selection (FBS), the consultant's Financial Proposals with cost more than the specified fixed budget ceiling stated in Data Sheet shall be rejected.
- 5.11 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.
- 5.12 In case of QCBS and FBS with financial proposal within specified fixed budget ceiling, the lowest Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights ($T =$ the weight given to the Technical Proposal; $P =$ the weight given to the Financial Proposal; $T + P = 1$) indicated in the Data Sheet: $S = St \times T\% + Sf \times P\%$. The consultant achieving the highest combined technical and financial score will be invited for negotiations.

6. Negotiations

- 6.1 Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.
- 6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the consultant to improve the Terms of Reference. The Client and consultant will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the contract. Special attention will be paid to getting the most the consultant can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.
- 6.3 The financial negotiations will include a clarification (if any) of the consultant's tax liability and the manner in which it will be reflected in the contract; and will reflect the agreed technical modifications in the cost of the services. 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 and CBS methods. For QBS, the consultant

should provide the information on remuneration rates described in the Appendix to this information.

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

7. Award of Contract

- 7.1 Pursuant to Sub-Clause 6.5, the consultant, with whom agreement is reached following negotiation, shall be selected for approval of his proposal and the Client shall notify it's intention to accept the proposal to the selected consultant and other short-listed consultants within 7 days of selection of the winning proposal.
- 7.2 Any consultant, who has submitted a proposal and is not satisfied with the procurement process or Client's decision provided as per Sub-Clause 7.1 and believes that the Client has committed an error or breach of duty which has or will result in loss to him then the consultant may give an application for review of the decision to the Client with reference to the error or breach of duty committed by the Client. The review application should be given within 7 days of receipt of information regarding the issue of letter by the Client notifying it's intention to accept the winning proposal pursuant to Sub-Clause 7.1.
- 7.3 If the review application is not received by the Client pursuant to Sub-Clause 7.2 then the proposal of the Consultant, selected as per Sub-Clause 7.1 shall be accepted and the successful consultant shall be notified to come for signing the Agreement within 15 days.
- 7.4 If the Consultant fails to sign an agreement pursuant to Sub-Clause 7.3 then the Client will invite the consultant whose proposal received the next highest score to negotiate a contract.
- 7.5 If a review application is received by the Client pursuant to Clause 7.1 then the Client will clarify and respond within 5 days of receiving such application.
- 7.6 If the applicant is not satisfied with the decision given by the

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

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

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

8. Confidentiality

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

9. Conduct of Consultants

9.1 The Consultant shall be responsible to 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 consultant committed acts pursuant to the Sub-clause 9.2,
- b) if the consultant fails to sign an agreement pursuant to Sub - 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.
- 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 GON, Public Procurement Office and or concerned Donor Agency in case of donor funded project shall be ineligible to bid for a contract during the period of time determined by the GON and or the concerned donor agency.

Information to Consultants**DATA SHEET**

Clause

Reference

1.1	<p>The name of the Client is: Government of Nepal, Ministry of Physical Infrastructure and Transport, Department of Railways, Rail, Metrorail and Monorail Development project</p> <p>The method of selection is: Quality and Cost Based Selection (QCBS)</p>
1.2	<p>Technical and Financial Proposals are requested: Yes</p> <p>The name of the Assignment: Detail Engineering Survey and Design of Electrified Railway Line for Sukhkhad - Gaddachowki Section of Mechi-Mahakali Railway</p>
1.2	Type of Contract Agreement is: Time Based
1.3	The assignment is phased: No
1.4	<p>A pre-proposal conference will be held: Yes Date: November 03, 2016 Time: 11:30 hrs local time The name(s), address(es), and telephone numbers of the Client's official(s) are: Project In charge, Department of Railways, Rail, Metrorail and Monorail Development project Bishalnagar, Kathmandu, Nepal Tel.No.: 977-1- 4417914 Fax No: 977-1-4417916 email: mail@dorw.gov.np</p>
1.5	<p>The Client will provide the following inputs:</p> <ul style="list-style-type: none"> • Complete set of Feasibility Study Report and other available related reports <p>Access to all other available necessary documents and data available in MOPIT, DoRw and Rail, Metrorail and Monorail Development project</p> <ul style="list-style-type: none"> • required for the performance of the consultant's services • Provide assistance to collect data /information from relevant GON offices and departments • Assistance in obtaining visa and work permits
1.7.2	The Client envisages the need for continuity for downstream work: No
1.11	<p>The provisions on fraud and corruption are stated in the Standard Contract under the GCC clauses: "Conduct of consultant" GCC 10.1; 10.2</p>

2.1	Clarifications may be requested 21 days before the submission date The address for requesting clarifications is: Project In charge, Department of Railways, Rail, Metrorail and Monorail Development project Bishalnagar, Kathmadu, Nepal Tel.No.: 977-1-4417914 Fax No: 977-1-4417916 email: mail@dorw.gov.np
3.1	Proposals should be submitted in the following language(s): English
3.3	(i) Shortlisted consultants/entity may associate with other shortlisted consultants: No (ii) The estimated number of professional staff-months required for the assignment is: International: 79 Person Months National : 134 Person Months (iv) The minimum required experience of proposed professional staff is: As detailed in TOR Qualification and Responsibilities of key Staff (vi) Reports that are part of the assignment must be written in the following language(s): English
3.4	(v) The second line in the paragraph is deleted and replaced with " Key information should include number of years working for the consultant/entity and degree of responsibility held in various assignments during the last fifteen (15) years for Team Leader/Deputy Team Leader and ten (10) years for other staff. " (vii) Training is a specific component of this assignment: Yes
3.7	Taxes: The Consultant's will be responsible to pay all GoN applicable taxes. Therefore Consultant's Financial Proposal should include the cost of all taxes, duties, fees and other charges imposed under the applicable law.
3.8	Currency of Payment : Any two freely convertible currency For International level proposal whether the Consultants is to state local cost in the national currency : Yes
3.10	Proposals must remain valid 120 days after the Submission date
4.3	Consultants must submit an original and 3(three) copies of the Technical Proposal and an original and 1 (one) copy of the Financial Proposal.
4.4	The proposal submission address :

	<p>Project In charge, Department of Railways, Rail, Metrorail and Monorail Development project Bishalnagar, Kathmandu, Nepal</p> <p>Information on the outer envelope should also include : "DO NOT OPEN EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE."</p>																																
4.5	<p>Proposals must be submitted no later than: Date: November 30, 2016 Time: 14:00 hrs (Local time)</p>																																
5.1	<p>The address to send information to the Client is: Project In charge, Department of Railways, Rail, Metrorail and Monorail Development project Bishalnagar, Kathmandu, Nepal</p>																																
5.3	<p>The number of points to be given under each of the evaluation criteria are:</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;"></td> <td style="text-align: right;"><u>Points</u></td> </tr> <tr> <td>(i) Specific experience of the consultants related to the assignment (Only projects completed in the last Five years will be considered irrespective of the project start date) Railway Project Experience (DPR of minimum 25 km length) Bridge Experience (Detail Survey and Design of Bridge length greater than 50 m)</td> <td style="text-align: right; vertical-align: top;">[100]</td> </tr> <tr> <td>(ii) Adequacy of the proposed work plan and methodology in responding to the Terms of Reference (Max 50 pages) Technical Approach and Methodology Work Plan Organization and Staffing Innovativeness</td> <td style="text-align: right; vertical-align: top;">[250]</td> </tr> <tr> <td>(iii) Qualifications and Experience of the key staff for the Assignment</td> <td style="text-align: right; vertical-align: top;">[600]</td> </tr> <tr> <td style="padding-left: 40px;">International Staff (400 points)</td> <td></td> </tr> <tr> <td style="padding-left: 40px;">National Staff (200 points)</td> <td></td> </tr> <tr> <td style="padding-left: 40px;">International Staff (400 points)</td> <td></td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 5%;">S. No</th> <th style="width: 70%;">Staff</th> <th style="width: 25%;">Allocated Points</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Team Leader/Railway Expert</td> <td>70.0</td> </tr> <tr> <td>2.</td> <td>Railway Alignment Design Engineer</td> <td>50.0</td> </tr> <tr> <td>3.</td> <td>Railway Track Design Engineer</td> <td>40.0</td> </tr> <tr> <td>4.</td> <td>Senior Structure/Bridge Engineer</td> <td>40.0</td> </tr> <tr> <td>5.</td> <td>Senior Engineering Geologist/Geotechnical Engineer</td> <td>40.0</td> </tr> </tbody> </table>		<u>Points</u>	(i) Specific experience of the consultants related to the assignment (Only projects completed in the last Five years will be considered irrespective of the project start date) Railway Project Experience (DPR of minimum 25 km length) Bridge Experience (Detail Survey and Design of Bridge length greater than 50 m)	[100]	(ii) Adequacy of the proposed work plan and methodology in responding to the Terms of Reference (Max 50 pages) Technical Approach and Methodology Work Plan Organization and Staffing Innovativeness	[250]	(iii) Qualifications and Experience of the key staff for the Assignment	[600]	International Staff (400 points)		National Staff (200 points)		International Staff (400 points)		S. No	Staff	Allocated Points	1.	Team Leader/Railway Expert	70.0	2.	Railway Alignment Design Engineer	50.0	3.	Railway Track Design Engineer	40.0	4.	Senior Structure/Bridge Engineer	40.0	5.	Senior Engineering Geologist/Geotechnical Engineer	40.0
	<u>Points</u>																																
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5.	Senior Engineering Geologist/Geotechnical Engineer	40.0																															

	6.	Senior Hydrologist	40.0
	7.	Senior Architect	30.0
	8.	Contract Engineer/Specification Expert	30.0
	9.	Signaling and Telecommunication	30.0
	10.	Electric and Power Traction	30.0
	11.	Non key staff	-
	12.	Short Term specialists (Provision)	-
		Total	400
	National Staff (200 points)		
	S. No	Staff	Allocated Points
	1.	Deputy Team Leader/Highway Engineer	40.0
	2.	Structure/Bridge Engineer	30.0
	3.	Engineering geologist/Geo technical Engineer	30.0
	4.	Hydrologist	25.0
	5.	Environmental Expert	25.0
	6.	Social/Resettlement Expert	25.0
	7.	Architect/Landscape Specialist	25.0
	8.	Quantity Survey Engineer	
	9.	Non Key staff	-
	10.	Other short term specialist (Provision)	-
		Total	200
	(iv) Suitability of the transfer of knowledge program (Max 10 pages) [50]		
	Total Points: 1000		
	The number of points to be given under each evaluation sub criteria for qualifications of staff are:		
	S. No.	Criteria	International Staff In % of allocated Points
	1	General Qualification	30
	2	Work Experience	60
	3	Experience in Region / terrain for international staff and experience with international consultants for national staff	10
		Total	100
			100
	The minimum technical score required to pass : 700		
5.8	The single currency for price conversions is: Nepalese Rupees		
	The source of official selling rates is: Nepal Rastra Bank		

	The date of exchange rates is: <i>As on Proposal Submission date</i>
5.12	The formula for determining the financial scores is the following: $[Sf = 100 \times Fm/F, \text{ in which } Sf \text{ is the financial score, } Fm \text{ is the lowest price and } F \text{ the price of the proposal under consideration}]$ The weights given to the technical and Financial Proposals are: T (Technical Proposal) = 0.80, and P (Financial Proposal) = 0.20
6.1	The address for negotiations is: <i>Department of Railways</i> <i>Rail, Metrorail and Monorail Development project</i> <i>Bishalnagar, Kathmandu, Nepal</i> <i>Tel.No.: 977-1-4417914</i> <i>Fax No: 977-1-4417916</i> <i>email: mail@dorw.gov.np</i>
7.8	The assignment is expected to commence on: <i>February, 2017</i> at : <i>Sukkhad – Gaddachowki Section</i>
9.2(g)	The sub-clause is deleted and replaced with “Contacting the client with an intention to influence the Client with regard to the proposals, interference of any kind in examination and evaluation of the proposals, intuitional complaints, and intermediate review application of any kind or form during the period after opening of proposal up to the notification of award of contract. i. Intuitional complaints, and intermediate review application of any kind or form during the period after opening of proposal up to the notification of award of contract shall be treated as irresponsive behaviour of the consultant and shall be declared unqualified for the services then and there ii. The consultant shall declare “Adherence to Conduct of Consultants” pursuant to clause 9.0.”

Section 3. Technical Proposal - Standard Forms

- 3A. Technical Proposal submission form.
- 3B. Consultant's references.
- 3C. Comments and suggestions of consultants on the Terms of Reference and on data, services, and facilities to be provided by the Client.
- 3D. Description of the methodology and work plan for performing the assignment.
- 3E. Team composition and task assignments.
- 3F. Format of curriculum vitae (CV) for proposed professional staff.
- 3G. Time schedule for professional personnel.
- 3H. Activity (work) schedule.

3A. TECHNICAL PROPOSAL SUBMISSION FORM

Date:.....

To:
Government of Nepal
Ministry of Physical Infrastructure and Transport
Department of Railways
Rail, Metrorail and Monorail Development Project
Kathmandu, Nepal

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for **Detailed Engineering Survey and Design of Electrified Railway Line for Sukkhad – Gaddachowki section of Mechi-Mahakali Railway** in accordance with your Request for Proposal dated [Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

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

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

We remain,

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of Consultant:
Address:

3B. CONSULTANT’S REFERENCES

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

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

Assignment Name:		Country:
Location within Country:		Professional Staff Provided by Your Consultant/Entity(profiles):
Name of Client:		No. of Staff:
Address:		No. of Staff-Months; Duration of Assignment:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services Proposal National level :NRs International Level: (in Current US\$):
Name of Lead firm :		No. of Months of Professional Staff Provided by Associated Consultants:
Name of Associated Consultants in the form of JV, If Any:		
Name of Senior Staff and Designation (Project Director/Coordinator, Team Leader etc.) Involved and Functions Performed:		
Narrative Description of Project shall include: <ul style="list-style-type: none"> ➤ nature of activities performed ➤ project location ➤ the railway route length ➤ Bridge span and length 		
Description of Actual Services Provided by Your Staff: Description shall exhibit following: <ul style="list-style-type: none"> ➤ Actual assignment in brief. ➤ the railway route length ➤ Bridge span, length and construction technology 		

Consultant’s Name: _____

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

On the Terms of Reference:

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

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

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

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

3E. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff		
Name	Position	Task

2. Support Staff		
Name	Position	Task

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

Proposed Position: _____
Name of Consultant: _____
Name of Staff: _____

Affix colour
Passport size
photograph.

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 most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]

Education:

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

Employment Record:

*[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last fifteen years for Team Leader/Deputy Team Leader and ten years for other staff, also give types of activities performed and client references; where appropriate and **where applicable provide experience on information on railway/highway route length and span, length and construction technology of structures.** Use about two pages.]*

Languages:

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

Referee :(Name, contacts and email)

- 1.
- 2.

Certification:

I, the 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: _____

Note:

- ***The CV shall be signed by both, the person and the Authorized Representative of the firm in blue ink (Scan signature will be considered for the experts but the authorized representative has to sign in blue ink).***
- ***Unsigned CVs are liable to be rejected.***
- ***CVs with timeline duplication are liable to be rejected.***

3G. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

			Months (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 Months
															Subtotal (1)
															Subtotal (2)
															Subtotal (3)
															Subtotal (4)

Full-time: _____
 Reports Due: _____
 Activities Duration: _____

Part-time: _____

Signature: _____
 (Authorized representative)

Full Name: _____

Title: _____

Address: _____

3H. ACTIVITY (WORK) SCHEDULE

A. Field Investigation and Study Items

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

B. Completion and Submission of Reports

Reports	Date
1. Inception Report	
2. Feasibility Review Report	
2. Monthly Progress Report	
3. Draft Report	
4. Final Report	

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 Costs

4E.I Reimbursable per activity.

4E.II Miscellaneous expenses.

4E.III Subsoil Investigation cost

4E.IV Investigation Cost for Tunnel

4A. FINANCIAL PROPOSAL SUBMISSION FORM

Date:

To:
Government of Nepal,
Ministry of Physical Infrastructure and Transport,
Department of Railways,
Rail, Metrorail and Monorail Development project
Bishalnagar, Kathmandu, Nepal

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for **Detailed Engineering Survey and Design of Electrified Railway Line for Sukkhad - Gaddachowki section of Mechi-Mahakali Railway** in accordance with your Request for Proposal dated [Date] and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of NRs:..... In words.....

[Amount in words and figures].

This amount is inclusive of all local taxes except Value Added Tax (VAT), which we have estimated at NRs:..... In words.....
.....

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e., [Date].

Commissions and gratuities, if any, paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

We remain,

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of Consultant:
Address:

4B. SUMMARY OF COSTS

Costs	Currency(ies)	Amount(s)
Subtotal		
Value Added Tax (VAT)		
Total Amount of Financial Proposal		_____

4C. BREAKDOWN OF PRICE PER ACTIVITY

Activity No.: _____	Activity No.: _____	Description: _____
Price Component	Currency(ies)	Amount(s)
Remuneration		
Reimbursable		
Miscellaneous Expenses		
Subsoil Investigation Cost		
Subtotal		

4D. BREAKDOWN OF REMUNERATION PER ACTIVITY

Activity No. _____			Name: _____	
Names	Position	Input	Remuneration Currency(ies) Rate	Amount

4E. REIMBURSABLE COSTS

4E.I. REIMBURSABLE PER ACTIVITY

Activity No: _____

Name: _____

No.	Description	Unit	Quantity	Unit Price In	Total Amount In
	<u>International Reimbursable activities</u>				
1.	International flights	Trip	17.00	USD	15000.00
2.	Miscellaneous travel expenses	Trip	17.00		
3.	Subsistence allowance	Day	225.00		
4.	Software and Equipments	Fixed LS	Fixed LS		
5.	Training	PS	PS		
	<u>National Reimbursable activities</u>				
1.	Domestic flights	Trip	50.00		
2.	Local transportation costs	Fixed LS	Fixed LS		
3.	Subsistence allowance	Day	462		
4.	Office rent/accommodation/ clerical assistance/ Services and Equipment ,Vehicles, office furniture, office equipment - computers, printers, Xerox machine etc	Fixed Monthly	15.00		
	Grand Total				_____

4E.II. MISCELLANEOUS EXPENSES

Activity No. _____

Activity Name: _____

No.	Description	Unit	Quantity	Unit Rate	Total Amount
1	Communication cost between inland and abroad (telephone, telegram, telex, facsimile, email)	Fixed monthly	15.00		
2	Drafting, reproduction of reports, presentation expenses (Inception report, Draft report, Final report, supply of Video clips of works in progress during field survey and drilling works)	Fixed LS	Fixed LS		
3	Software rent	Fixed LS	Fixed LS		
	Grand Total				

4E.III. Subsoil Investigation and Topographical Survey Cost

No.	Description	Unit	Quantity	Unit Rate/m in (Rs)	Total Amount (Rs)
1	Detail soil investigations for bridges/ Alignment (boring + associated lab tests)				
	a) Boreholes in clayey/sandy soil/	meter	4157.00		
	b) Boreholes in gravel/pebble/cobble/boulder and rock	meter	2226.00		
2	Detail Engineering / Environmental /Social /Resettlement / drainage /subgrade survey and investigation / per Km(Railway Alignment and approach road)	KM	94.00		
3	Topographical and Hydrological survey and preliminary soil investigation for bridges trial pits				
	Major bridges	Nos	35.00		
	ROB/RUB	Nos	25.00		
	Grand Total				

Note : The quantities are based on Feasibility Study, which may vary during execution. Hence, Payment will be based on actual quantity of survey executed.

Section 5. TERMS OF REFERENCE

Consultancy Services for the Detailed Engineering Survey and Design of Electrified Railway Line for *Sukkhad - Gaddachowki Section of Mechi-Mahakali Electrified Railway*

TERMS OF REFERENCE
Detail Survey and Design
of
Electrified Railway Line for
Sukkhkad – Gaddachowki Section of Mechi-Mahakali Railway

1. BACKGROUND

1.1 GENERAL

Nepal is a landlocked sovereign state located in South Asia. It is situated along the southern slopes of the Himalayan mountain range bordering People's Republic of China to the North and Republic of India in the remaining three sides. The country has a rugged terrain and topography of middle and high mountains in the north and fertile flat terai area suitable for cultivation in the south bordering India. Nepal's transport infrastructure mainly consists of roads and civil aviation, and is dominated by the roads, which provides for the movement of approximately 90 percent of all passengers and freight within the country. Air transportation is the only means to reach remote areas not yet linked to the road network. The total Road network of Nepal is about 55000 kilometres comprising of about 15000 kilometres of Strategic Road network and the remaining Local Road network consisting of district, urban and village roads. The present day Railway transportation in Nepal is limited to one narrow gauge 29 kilometre long Jayanagar–Janakpur railway operating in the central terai region and 800 meters of the 5 kilometers broad gauge line for freight service connecting ICD Birjunj, a bordering town with India, to Raxaul of India.

In order to meet the growing passenger and freight transport demand, Government of Nepal has long felt the necessity of development of railway as an alternative land transport mode for faster and cheaper movement of freight and passenger. In this respect the Government of India has provided technical and economic cooperation to strengthen the cross border rail links between India and Nepal. For this purpose, consultants commissioned by the Ministry of Railway of India, has completed “Preliminary Engineering-cum-Traffic Survey for development of the Rail Infrastructure” for providing BG rail links between New Jalpaiguri (India) to Kakardvitta (Nepal); Jogabani (India) to Biratnagar (Nepal); Nautanwa (India) to Bhairahawa (Nepal) and Nepalganj Road (India) to Nepalganj (Nepal). The Consultants have also completed the Preliminary Engineering-cum-Traffic Survey for the conversion of existing narrow gauge line between Jayanagar and Janakpur with extension up to Bardibas in the East–West Highway. Further the GoN has completed the Feasibility Study of electrical railway line between Mechi-Mahakali, Pokhara- Kathmandu and the connections between the two railway lines in 2010 A.D. At the meantime, Jogabani-Biratnagar Connection Railway and Jayanagar-Janakpur- Bardibas Connection Railway has gone under construction.

In pursuance of the Government’s objective of development of railway as an alternative mode of transport in Nepal, Ministry of Physical Infrastructure and Transport, Department of Railways, has decided to carry out Detail Survey and Design of Sukkhkad - Gaddachowki section of Mechi-Mahakali Railway. For the detail design work the GoN intends to appoint a reputed and experienced consultant to carry out the detail design study.

1.2 PROJECT LOCATION

Sukkhad - Gaddachowki Section (94 kilometres) of Mechi-Mahakali Railway

- The Mechi–Mahakali rail line which is approximately 946 kilometres starts from Mahakali in Kanchanpur district in western Nepal and terminates at Mechi in Jhapa district in eastern Nepal. The Mechi-Mahakali rail alignment passes through (west to east) Mahendranagar, Mahadevpuri, Mahuwa, Tamsaria, Simara, Chandranigahapur, Bardibas, Lahan, Itahari and Kakarbhatta area covering major industrial and population centres of the country. At present the 1028 kilometres East–West Highway (Mahendra Rajmarg), the most strategic highway linking the country from east to west, links the two border towns with India. The East–West Highway is also the main trade corridor in Nepal. The highway mostly runs in the terai plains with few stretches passing through the Siwalik hill range. The proposed new railway line normally runs parallel to the East–West Highway. GoN has decided to carry out detail survey and design of the Sukkhad - Gaddachowki Section (94 kilometres) of the proposed Mechi-Mahakali railway. Sukkhad and Gaddachowki both towns are situated along the alignment of East-West Highway. Although, it is required of High Speed Railway, the Design speed shall be 200 KMPH and operational speed should be 180 KMPH.

2. OBJECTIVES

The objective of the assignment shall be to carryout detail survey and prepare detail design, cost estimate and bid documents of the project for the construction of proposed Electrical Railway Line based on the Feasibility Study and findings of additional studies/ investigations conducted during the detail design work. The Consultant’s services shall include but not limited to the following:

- Quick Review of the feasibility study to confirm the suitability of the findings and recommendations,
- Conduct Detailed Engineering Survey along the selected (after the finalization and approved) alignment including topographical surveys, soil investigation, geological & geotechnical survey, hydrological & morphological Survey etc.,
- Conduct Detailed Engineering Design and drawing of all railway infrastructures and systems,
- Conduct detailed Environmental Impact Assessment (EIA)
- Conduct Social Impact Assessment (SIA) and prepare Resettlement Action Plan (RAP)
- Prepare project cost estimates for the complete railway infrastructure and systems required for the operation of the railway,
- Recommend contract packaging and prepare Tender Documents,
- Preparation project implementation and operation plan,
- Value Engineering of the project
- Preparation of Detailed Project Report (DPR)

3. SCOPE OF WORK

The Principal services to be provided by the consultants to fulfil the objective of the consultancy services are given below. However, these services are indicative of the overall tasks to be performed by the consultants. The consultant shall be responsible for carrying out all necessary field surveys works including, topographical survey, alignment survey for railway and approach roads to the railway stations, geological and geotechnical investigations, laboratory testing, environmental and socio-economic studies and studies for complete railway infrastructure and system designs required for the preparation of the detail design reports. The railway alignments proposed for detail design in this study is approximately 95 kilometres and as per the feasibility study report, 13 intermediate stations, 30 numbers of bridges including 5 important bridges, 212 Rivulets, 25 RUB's are required in this section. The consultant shall carry out their services in accordance with accepted professional standards and International practices. For Bridges: It should include reviewing the available data, collecting, reviewing and analysis of field data to be used in the study and conducting analysis to decide upon the technical feasibility of the bridge site(s). A cost comparison of different types of bridge (RCC/PSC/Simple/Continuous Girder, Plate Girder/ Truss) shall be made and discussed with the DoRw before proceeding to bridge site for soil investigation.

3.1 REVIEW OF FINDINGS OF THE FEASIBILITY STUDY

Review the feasibility study report findings and the preliminary design recommendations to identify the deficiencies if any and reconfirm the final railway alignment and design standards. Suggest required improvements or additional design works that should be incorporated for the betterment of the project in the detailed design, including the track alignment, track formation, approach roads and pavements, drainage and other structures, bridges, rolling stock, signalling, telecommunications, safety, station, depots, platform, and other facilities required for the railway operation.

3.2 DETAIL ENGINEERING SURVEY AND INVESTIGATION

The Consultants shall carryout engineering survey and investigations for preparation of detail engineering designs and drawings to enable construction quantities to be calculated with reasonable accuracy (10%). The detail design and drawings should be based on i) the Feasibility Study recommendations, ii) approved design review suggestions of the consultant, iii) additional investigations conducted by the consultants for detail design and iv) specifications and standards set-forth in accordance with good industry practice. The detail engineering survey and design investigations shall include:

3.2.1 Topographic, alignment and land use survey

The consultants shall carry out field surveys in sufficient detail for (i) finalising the alignments of railway and approach roads, bridges and other grade separated structures, (ii) preparation of Land acquisition Plans where necessary, (iii) plans for shifting and relocation of utilities. The field surveys shall be carried out using high precision instruments, i.e. total stations. The width of survey corridor shall be 150 meter on either side of the Track centre and 30 meter on either side of the approach roads. The important features of the survey conducted and the reference points taken in consideration like GPS bench mark, temporary and permanent bench marks, survey control points etc. shall be recorded in

appropriate formats. The activities and deliverables forming part of the topographic, alignment and land use survey shall be as follows:

- Location of stations layouts, depot and other structures in the finalised alignment,
- Location and functional plans for integration of all stations with existing road network.
- Preparation of General Alignment Drawing (GAD), L-Sections and cross-sections of the entire Project based on the plans of the horizontal and vertical alignment. All design developments shall be marked on the plans. Such developments will include new structures, station buildings, roads, relocation of utilities, removal of trees, etc.
- Preparation of a separate Land Plan of the Project showing i) all the existing assets within the agreed railway ROW e.g. structures, drains, trees, utilities and, ii) proposed land required in various stretches for the railway infrastructures and the approach roads. For land required to be acquired for the project, the Land Plans shall be marked on the cadastral maps showing survey / plot numbers and shall be furnished along with a **separate** report which will include individual land holdings as per land ownership records, area to be **acquired for railway and approach road in** a suitable format, **approved beforehand** to facilitate land acquisition proceedings **and final report must be approved from concern survey office.**
- **Video clips during progress of survey works exhibiting location of permanent survey control points, GPS points, BMs, daily start up and closure of works is to be provided. No separate payment is made for the expenses incurred.**
- **Additional Works For Bridges:**
The topographical survey of the area should cover a minimum distance of **500 m** upstream, **200 m**. downstream and **200 m** from the river banks on either sides of the river at the proposed bridge site. Bridge axis is to be fixed by driving concrete pillars and those locations are to be tied with some permanent feature nearby.
A bridge site topographic map produced thereof should show the following.
 - (i) Location of Bridge axis
 - (ii) Contours at 1(one) m. intervals in hilly area and at 0.25 m in plain area.
 - (iii) Flood lines on either sides of the river in the entire area surveyed.
 - (iv) Lines with spot levels along which the bed slope of the river is taken
 - (v) Both banks of the river
 - (vi) Lines along which cross section of the river is taken
 - (vii) Govt. and/or public establishments
 - (viii) Traverse lines, benchmarks reference lines and/or points with respect to which the presented topographic map is prepared.
 - (ix) The angle and direction of skew, if the bridge is proposed to be aligned skew.

- (x) The names of the nearest identifiable villages/towns etc. in either ends of the bridge.
- (xi) Other information relevant to design, construction and/or maintenance of the bridge.

The consultant shall prepare a separate topographical map, general arrangement drawings and necessary details for individual bridges.

No separate payment shall be made for Detail survey of cross drainage (culverts, waterway) structure within survey corridor for the alignment.

3.2.2 Soil, geotechnical and material surveys

The Consultants shall carry out soil investigation, geo-technical investigations and sub-surface explorations along the alignment (soil samples for every 500m or where change in soil type is encountered), bridges/Road over bridges/underpasses/overpasses, structures, tunnels and other location as necessary for proper design of the works and conduct all relevant laboratory and field tests on soil and rock samples. After the selection of the proposed bridge site with alternatives and preparation of topographic maps, the Consultant shall discuss the collected hydrological data and the following points with concerned of the DoRw for final decision of the bridge site:-

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

The discussion will be done on the basis of the topographic maps, preliminary findings of the parameters (i to vii) above, location of the bridge. After discussion and finalizing of the bridge site/axis the consultant shall carry out subsurface exploration. **The scheme of the boring requirement, their locations and depth shall be prepared by the consultants in order to get complete sub soil profile necessary for the design work. The consultant shall get the approval of the Clients before starting the subsurface exploration works. The weekly progress of such investigation must be submitted to the client with Daily Drill Report as per Appendix A of IS: 5313 on whose basis drill logs would be developed. In case of boring works of depth greater than 15 (fifteen) m, video clip must be supplied, exhibiting location, and depth of boring of every 5(five) m additional depth but no separate payment is made for such.** Investigation for sources of suitable constructional material for track embankment and structures shall be identified, surveyed and shown in plans. The soil investigation shall also incorporate determination of the sub soil condition, the engineering properties of river bed material like mean particle size, stability of cut slopes, probability of liquefaction and other properties that consultants felt necessary for the design parameters. The

minimum scope of geo-technical investigation for bridges and structure shall be as under but not limited to the following.

Scheme of Boring

S.N	Description	Location of boring
1.0	Overall length = 6-30 m	Each abutment location
2.0	Overall Length = 30-60 m	Each abutment locations and intermediate location between abutments for structures having more than one span
3.0	Overall length > 60 m	Each abutment and each pier locations.

Depth of Soil exploration for bridges and structures, from the ground level shall be as follows but not limited to the following. The depth envisaged hereunder is only indicative. The consultant shall decide actual required depth based upon field condition and design parameters. But in any case the consultant shall be paid only up to the depth mentioned in financial proposal. If rock is found at the beginning or at mid-depth then the drilling works shall not exceed the depth as mentioned in the table below. In any case, the payment shall be made only for the actual depth.

Soil exploration works to be certified:

The Department, if required, may ask the Consultant to submit the soil sample obtained from drilling works and/or a bore-log certified by the personnel of the Department.

Depth of Soil investigation

S.N	Type of Soil	Governing depth
1.0	Silts, sandy, clayey soil	Three (3) times the design scour depth, or 1.5 times the least dimension of the foundation footing, or 20 m, whichever is maximum
2.0	Granular soil (gravels, boulders)	Two (2) times the design scour depth, or 1.5 times the least dimensions of footing, or 16 m, whichever is maximum
3.0	Rocks (soft or hard)	Not exceeding 8 m.

The properties of the underlying soil for alignment, stations, junctions, bridges, tunnel and other structures are determined by field and laboratory tests of the soil samples obtained from the bore holes drilled to a depth as aforementioned /or as in financial proposal. Generally the following tests are to be conducted for determination of soil properties:

Soil samples for Test and Frequency

Sn.	Type of test	Frequency
1	Undisturbed Soil Sampling	at least 3 at each borehole

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

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

The consultant shall submit the drilling report in the following manner;

- I. Location of drill holes.
- II. Daily Drill Report as per Appendix A of IS: 5313 on whose basis drill logs are developed. One copy of the final printed drill logs shall be submitted along with the core boxes (of major/minor bridges) at no additional cost.
- III. True cross sections of drill holes shall be presented. These cross-sections shall include all the relevant details such as reduced levels of the ground/ bed surface. The various tests conducted and samples recovered from every soil and rock stratum shall be clearly shown against that stratum. Observations of water table and any peculiar conditions such as artesian conditions, sand blow, etc. shall also be noted in the "Remarks" column.
- IV. A record of all incomplete trial pits and drill holes shall be reported in the same manner as the completed pits or boreholes, to be depth of investigation, along with an appropriate explanation for abandoning further investigation.
- V. All geological features shall be prominently brought forward in these logs.

3.2.3 Hydrological Survey

The Consultants shall carryout detail hydrological survey based on the analysis of the rainfall and flood records, supplemented by engineering field investigations necessary for detail design of track formation, approach road embankment, bridges, culverts, longitudinal drainage, tunnels and other structures, design bed and protection works including river training works for drainage structures and bridges.

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

- (i) Catchment area of the river up to bridge site
- (ii) Length of the river from origin up to bridge site
- (iii) Possibility of change of catchment

- (iv) Nature, size and quantities of debris carried by the river
- (v) Intensity, duration and distribution of rain in the catchment
- (vi) Vegetation, cultivation etc. of the catchment.
- (vii) Existence of reservoir's, Lakes etc. in the catchment.
- (viii) Existing bridge or other hydraulic structures across the river in the vicinity of the proposed bridge site with their details as much as possible.
- (ix) General slope of the river from the critical point (origin) of the river up to bridge site and general slope of the catchment in both sides of the river.
- (x) Cross sections covering 200m. beyond flood lines of the river at proposed bridge site, at about 500m. u/s and about 200m d/s. wherein HFL, LWL, LBL, area of the cross section, wetted perimeter and geological profile with silt factor of each strata (at proposed bridge site only) shall be indicated. (horizontal and vertical scale of the cross section shall be the same.)
- (xi) Bed slope of the river which must start from 100m. up of the u/s cross section and end at 100 m. down of the d/s. cross section.
- (xii) Maximum discharge calculated by established formulas with different return periods and the peak discharge observed over a period of 100 years.
- (xiii) Velocity and depth of flow at the time of survey.
- (xiv) Shifting of the river in the past at proposed bridge site and in its vicinity.
- (xv) Other information required for river control, design, construction and maintenance of the bridge.

3.2.4 Detail Design of Civil Structures

The Consultant shall carryout detail design and drawing of the railway tracks, formation, road pavement , bridges and river training works, level crossing and track isolation, ROB, RUB, tunnels, all drainage and protection structures, blanketing, trolley refuges etc.

3.2.5 Station Building, Station platforms, Office & Service buildings, Residential Quarters, Sheds & Workshops

The Feasibility Study has mentioned the requirement number of railway stations. The Consultant shall identify station locations and prepare typical master plans one for general stations which shall include the above mentioned facilities as required. The consultant shall then prepare specific location plans, preliminary architectural plans and elevations for approval of the Client. The proposed station complex and facilities should be adequate to cater future needs. After getting the approval of the Client, consultant shall prepare detail design and drawings of the station complex and the facilities which shall include the following:

- Conduct detailed topographic survey of the site. The survey shall also include all necessary data related to the existing public utility services, lines of streets and pavements, building lines, adjoining properties, restrictions and boundaries necessary to design of sewerage and storm water drainage system;
- Conduct necessary soil test, hydrological survey and such other tests required to provide essential data from sub-soil conditions

- Detail architectural design and drawings of the complex including typical buildings and facilities, layout plan, land developments and landscaping for individual station complex,
- Detail structural design and drawings
- Detail sanitary, plumbing, drainage, water supply and sewerage system designs including solid waste management
- Detail electrical, electronic, communication systems and internet system design;
- Heating, ventilation, and air conditioning design (HVAC) and mechanical systems designs;
- Design of fire detection, fire protection and security system etc.;
- Design of disaster management system;
- Maintenance arrangements for the infrastructure proposed to be constructed;

3.2.6 Electrical Power Supply & Traction, Signaling, Train control and Communication systems

The consultants shall carryout design and drawings for traction, train control. Communication system on the basis of the preliminary design recommendation made in the Feasibility Study and or improvements suggested by the consultants and approved by the Client. The electrical power supply system shall be designed and engineered based on the equipment being continuously in operation. The proposed capacities, ratings and safety requirements for the traction power supply and auxiliary power distribution shall be designed with reference to good industry practice. The overall power factor of electrical supplies be in conformance with power supply authorities stipulations. The power supply system for the stations requirement shall be so designed to support the system operations, as per the operation plan. All designs shall be based on performance requirements. Signaling and train control system shall be designed comprising, automatic train protection system, automatic train supervision system and automatic train operation system. The design of the telecommunication shall have the features of reliability and maintainability.

3.2.7 Rolling Stock

The consultant shall provide, on the basis of feasibility study recommendation or improvements suggested by the consultant and approved by the client, various design parameters and technology option for the rolling stock and also provide the cost of technology. Rolling stock costs for various technologies shall be obtained directly from equipment manufacturers.

3.2.8 Project Implementation and Operation Schedule

The consultant shall prepare Project Implementation and Operation Schedule, which shall include the Operation cost, maintenance frequency, operation timetable, plans to reduce mean time to restore the inventory, etc. The Consultant shall also provide detailed operating costs that are based on the ridership, and suggested operating timetable. The operating unit costs will include, i) Track

maintenance, ii) Staff salary and facilities, iii) Rolling stock maintenance, iv) Electrical maintenance, v) Signals and communications maintenance, vi) Energy costs (breakdown of power for traction and ancillary power such as signaling, lighting, terminal, etc.) and, viii) Inventory Plan to reduce mean time to restore the failures in service affecting equipments

3.2.9 Social Impact Assessment

The Consultant shall conduct social impact assessment, especially the persons affected due to the Project and requiring resettlement and rehabilitation. GoN rehabilitation and resettlement guidelines shall be the basis for undertaking the assessment. Plan for resettlement and land acquisition shall be prepared, which shall include the following:

- draft Resettlement and Land Acquisition Plan;
- the social assessments should include gender and local aspects;
- scope and magnitude of likely resettlement and land acquisition effects, likely losses of households, lands, business and income opportunities, as well as affected community assets and public buildings;
- development of an entitlement matrix i) in consultation with local stakeholders, government and the Authority, ii) socio-economic surveys, and iii) inventories of losses that will determine the amount of compensation in accordance with the guidelines and policies of the Government;

3.2.10 Environment Impact Assessment

The Consultant shall undertake environment impact assessment of the Project as per provisions of applicable Laws on environment protection of Government of Nepal and identify a package of measures to reduce/eliminate the adverse impact identified during the assessment. An environmental impact assessment (EIA) report and environmental management plan (EMAP) shall be prepared based on such assessment. The EMAP shall include project specific mitigation and monitoring measures for identified impacts as well as management and monitoring plans to address them. The Consultant shall also assist the authority in conducting public hearings and addressing the comments and suggestions received during the EIA process for getting environmental clearance from the competent authority.

3.2.11 Transfer of Technology

Nepal owes nearly eighty five years' history of operation of railway but possesses short of competent human resources for the planning, construction and operation of railway due to government's shadowed priority on this sector. But now, relevancy of mass transport system to facilitate public transportation for socio-economic transformation has urged nation to step forward in the development and construction of railway infrastructure in the country. Development, construction, operation and other activities related to railway network and infrastructure will not be achieved unless capacity and capability of railway authority is enhanced by supplement of competent human resources. Hence, the consultant shall advise suitable human resource development plan and policy. Beside, the consultant's proposal shall vividly depict suitable approach, methodology, effective incorporation of capacity building and skill enhancement measures via trainings,

workshops, seminars etc., of human resources personnel of railway authority to ensure effective execution of railway development plan.

3.3 TECHNICAL SPECIFICATIONS

The Consultant shall prepare detail technical specification for each work item taking into account relevant international specification and practices with due consideration to the specifications in use in neighbouring countries for similar works.

3.4 PROJECT COST/FINANCING OPTIONS

On the basis of the detail design, drawings and specifications the consultant shall prepare analysis of rates for each work item and detailed cost estimate of various components with explanatory significance in terms of value engineering and prepare cost estimate of the project with a break up of cost of each component separately. The consultant shall recommend project financing options including potential for private sector participation in the construction of the project facilities including implementation strategy and institutional arrangement.

3.5 CONTRACT PACKAGING, BILL OF QUANTITIES AND TENDER DOCUMENTS

The consultant shall prepare appropriate contract packaging, Bill of Quantities (BOQ) and tender documents based on detail engineering design, drawing and specifications.

4. THE CONSULTANTS AND STAFFING REQUIREMENT

The consulting services will be carried out by an international consulting firm in association with national consultants. The firm shall have extensive experience in similar assignment of detail survey and design of electrified railway project including design of railway bridges and tunnels.

4.1 TEAM COMPOSITION, STAFFING REQUIREMENT

It is estimated that approximately 79 Person-Months of International staff input and 134 Person-months of professional national staff input advised in the team composition will be required for carrying out the consultant's services. In addition to the professional staff mentioned in the team composition other technical and administrative support staff that will be required for satisfactory completion of the services shall be estimated and included by the consultant in their Financial Proposal.

Estimated Team Composition (Key Staff)

International Professional Staff		National Professional Staff	
Professional Staff	Number of Staff	Professional Staff	Number of Staff
Team Leader/Railway Expert	1	Deputy Team Leader/Highway Engineer	1
Railway Alignment Design Engineer	1	Structure/Bridge Engineer	1
Railway Track Design Engineer	1	Engineering geologist/ Geo technical Engineer	1
Senior Structure/Bridge Engineer	1	Hydrologist	1
Senior Engineering geologist/ Geotechnical Engineer	1	Environmental Expert	1
Senior Hydrologist	1	Social/ Resettlement Expert	1

Senior Architect	1	Architect/Landscape Specialist	1
Contract Engineer/Specification Expert	1	-	-
Signaling/Telecommunication Engineer	1	-	-
Electrical and Traction Engineer	1	-	-

Estimated Team Composition (Non Key Staff)

International Professional Staff		National Professional Staff	
Professional Staff	Number of Staff	Professional Staff	Number of Staff
Structure/Bridge Engineer	1	Structure/Bridge Engineer	2
Train operation Expert	1	Engineering geologist/ Geo technical Engineer	1
Rolling Stock Expert	1	Environmental Expert	1
Quantity Surveyor	1	Social/Resettlement Expert	1
-	-	Quantity Survey Engineer	2
-	-	Structure Engineer (Station Infrastructure)	1
-	-	Electrical Engineer (Station Infrastructure)	1
-	-	Sanitary/Drainage Engineer (Station Infrastructure)	1
-	-	Senior Survey Engineer	3
-	-	Hydrologist	1
Other Short Term Specialists/Experts (Provision)	as required	Other Short Term Specialists/Experts (Provision)	as required

Note:

- (i) The above professional staff composition and total estimated staff person-month is client's suggestion as a minimum requirement. The consultants are advised to propose their own staff composition and staff input requirement in addition to the above for efficient performance of their assignment as per the Terms of Reference. If the proposed staff inputs are found inadequate during the performance of the assignment, then additional staff shall be provided by the consultant at their own cost.
- (ii) Other short term Specialists/Experts/Engineers input provision mentioned in the team composition is for meeting the requirement of specific input of specialists which are not mentioned in the team composition.

5 DURATION OF THE SERVICES

It is estimated that the consultant's assignment will take a total of about 15 months to complete the assignment. The consultant is expected to commence work in December, 2016 and to complete in February, 2018.

6 REPORTING REQUIREMENT

All computer programs, field notes, work sheets, original drawings, study reports and other documents relating to the Detail Survey and Design Study shall be the property of Department of Railways, Railway, Monorail and Metro Development Project. The consultant shall prepare and submit the following reports.

6.1 INCEPTION REPORT (2 COPIES)

The consultant shall prepare and submit an Inception Report within a month from the commencement of the Contract Agreement. The report will further elaborate the consultant's proposal and shall include the consultant's detail work program for the duration of the services. The Consultant shall also make a presentation of their Inception Report in venue agreed with the Client.

6.2 MONTHLY PROGRESS REPORTS (2 COPIES)

The consultant shall prepare and submit monthly progress reports on the progress of project activities. The reports shall be submitted within the first week of successive month. **The Consultant shall also make a presentation of their progress as agreed with client.**

6.3 FEASIBILITY STUDY REVIEW (2 COPIES)

The Consultant shall submit Feasibility Study review report within two months of starting the work.

6.4 DRAFT FINAL PROJECT REPORT (3 COPIES)

The consultant shall prepare and submit Draft Final Project Report of the study for Client's comments at the end of the 12th month after effectiveness of the Contract. The report shall include the following;

- Engineering surveys and investigations report;
- Detailed design of the Project and Project Facilities including i) all railway civil structures including bridges, tunnels and, ii) all railway system design;
- Design calculations;
- **Environmental Impact Assessment report;**
- Quarry sites and material report;
- Social Impact Assessment report;
- Land Acquisition Report;
- **Resettlement Report;**
- Utility Relocation Plans with approximate costs for shifting/relocation;
- Detail Project Cost including analysis of rates and technical specifications; Financing options etc.
- Bidding Documents;
- Project Implementation and Operation schedule;
- Detail drawings mentioned under the "Drawings heading"

The consultant shall also prepare and submit following separate volumes of detail drawings:

1. Ground plan, profile, alignment design and cross section along the alignment of rail and approach road.
2. All civil structure including:
 - a. Bridges/RUB/ROB (with approach, river training and protection structures, **profile and cross section of river**)
 - b. Tunnel Work (structural, aeration, lighting, drainage structure)
 - c. Retaining and protection structure
3. All railway system design:
 - a. Track Design

- b. Signal and Telecommunication
- c. Junction and station and other structure
- 4. Land acquisition plan for railway and approach road clearly showing location, area to be acquired, plot number in cadastral map of the area.

The consultant shall also make presentation of the report to the stakeholders in venue agreed with the Client. The expenses shall be borne by the consultant.

6.5 FINAL PROJECT REPORT (5 COPIES)

The consultant shall prepare and submit Final Project Report after incorporating the comments received from Client within 15 months from date of effectiveness of the Contract Agreement. **The consultant will be obliged to provide any additional information regarding EIA report till it is approved.** Besides the hard copies mentioned below, the consultant shall submit three soft copies (readily re-useable format e.g doc, docx, xls, xlsx etc) of the complete set of the report.

6.6 DRAWINGS (5 COPIES)

As a part of the Detail Design Report, the consultant shall prepare and submit the following drawings in appropriate format and scale and three soft copies (computer design files and AutoCAD files in readily useable format). The submitted drawings shall be 'good for construction' drawings. The drawings shall also include details of BM, reference points, HIP and VIP.

- I. An index plan of the project;
- II. Plan and profile of the final rail alignment and approach roads showing structures at 1:2500 horizontal and 1:250 vertical scale. Cross section of alignment at 20.00m interval at least 1:200 scale.
- III. Detailed drawings for track embankment, track, traction and power supply, signalling and train control equipment and installations
- IV. Detailed drawings for individual cross drainage and other drainage structures
- V. Detail drawings of bridges, Road under bridge (RUB) and Road over Bridge (ROB), tunnels and other structures. Separate drawing of bridges, RUB and ROB including general arrangement, foundation, sub-structure with railing, superstructure, bearings, expansion joints, approach road, bridge protection works and river training works with required dimensions and levels.
- VI. Detail drawings of railway stations, depots workshops etc.
- VII. For land proposed to be acquired as per approved alignment of the Project, the Land Acquisition Plans marked on certified Cadastral maps showing survey/plot numbers/area duly verified and approved by **Concern Survey office.**

7. CONSULTANTS FACILITIES

It should be noted that the consultant will need to provide all the administrative, technical, professional and support staff needed to carry out their services. The Consultants will also be responsible for providing all other necessary facilities and logistical support for its staff, including accommodation, vehicles, miscellaneous transportation, office equipment, Survey & investigation equipments, soil investigation (except bore hole drilling and associated tests) and laboratory testing, communications, utilities, office supplies and other miscellaneous costs for carrying out the services as per the requirement of the TOR and all such costs shall be included in the consultants financial

proposal. **However, the cost of bore hole drilling and laboratory tests associated with it will be paid to the consultant as per the actual work done. The estimated bore holes requirement for sub soil investigation is included in financial proposal standard form 4E.III. Consultant shall quote their rate and the cost of bore hole drilling and associated lab tests shall be included in evaluation of the consultant's financial proposal.**

7.1 CONSULTANTS OFFICE

The consultant shall have to establish a Project Office in the Department of Railways premises. The consultant will be responsible for its furnishing. It will also manage site offices during survey and investigation works as required around the project area.

8 DATA AND ASSISTANCE TO BE PROVIDED BY THE CLIENT

The following shall be provided to the Consultant by the project:

- Feasibility Study Reports and other available related reports ,
- Access to all other available necessary documents and data available with Railway and Metro Development Project, Department of Railways and Ministry of Physical Infrastructure and Transport required for the performance of the consultant's services,
- Where required provide assistance to collect data /information from relevant GON offices and departments,
- Assistance in obtaining visa and work permits.

9 CONTRACTUAL ARRANGEMENTS

The Consultant's contract will be with *Ministry of Physical Infrastructure and Transport, Department of Railways, Rail, Metrorail and Monorail Development Project*, and will be based on a contract agreement consistent with the Public Procurement Monitoring Office guidelines and documents for consultancy services contracts.

10 QUALIFICATION AND RESPONSIBILITIES OF KEY STAFF

1. International Staff

(a) Team Leader/Railway Expert (12 Person Months)

The Team Leader will take the overall responsibility of day to day operation of the Detail design study and shall co-ordinate and supervise and guide the multidisciplinary team of professionals on all aspects of the study. She/he will be responsible to the Project In charge, Railway and Metro Development Project. She/he will also maintain contact and liaison with the Project Coordinator to facilitate day to day project activities. The Team Leader should be a Graduate in Civil Engineering and preferably have:

- a Master's Degree in the field of Transportation Engineering/Civil Engineering (majored in Railway Engineering),
- 15 years of experience in Railway sector and
- 10 years relevant experience in Detail Design of railway projects.

She/he should have completed at least three (3) assignments comprising Railway Detail Study (25 km length or more) Projects as a Team Leader. Working Experience in Nepal, SAARC countries and other Asian countries will have an added advantage.

(b) Railway Alignment Design Engineer(9 Person Months)

She/he will be responsible for Finalization and detail design of the railway alignment including track, embankment. She/he should have good experience in railway route alignment survey and design work. She/he should be a Graduate in Civil Engineering and preferably have:

- Master's Degree in Transportation Engineering/Civil Engineering (majored in Rail & Transit design and operation),
- 10 years of experience in Railway sector,
- 5 years specific experience in Railway alignment design.

She/he should have completed at least three (3) assignments comprising Railway Detail Design Study as an alignment design engineer. Working Experience in Nepal, SAARC countries and other Asian countries will have an added advantage.

(c) Railway Track Design Engineer (3 Person Months)

She/he will be responsible for Finalization and detail design of the railway alignment including track, embankment. She/he should have good experience in railway route alignment survey and design work. She/he should be a Graduate in Civil Engineering and preferably have:

- Master's Degree in Transportation Engineering/Civil Engineering (majored in Rail & Track design),
- 10 years of experience in Railway sector,
- 5 years specific experience in Railway track design.

She/he should have completed at least three (3) assignments comprising Railway Detail Design Study as a track design engineer. Working Experience in Nepal, SAARC countries and other Asian countries will have an added advantage.

(d) Senior Structure/Bridge Engineer (9 Person Months)

She/he will be responsible for design of bridges, ROB, RUB, culverts, other drainage structures, protection structures and station infrastructures. She/he should be a Graduate in Civil Engineering and preferably have:

- Master's Degree in Structure/ Bridge Engineering,
- 10 years of experience in Railway/Roadway in structure design works,
- 5 years specific experience in Railway Civil Engineering Structures/Bridge Design.

She/he should have completed at least three (3) railway bridge design assignments with bridges of comparable size and complexities. Working Experience in Nepal, SAARC countries and other Asian countries will have an added advantage.

(e) Senior Engineering Geologist/Geotechnical Engineer (6 Person Months)

She/he will be responsible for geological/geotechnical investigations works and analysis and interpretation of the investigation results for foundation design of bridges, ROB, RUB, culverts, other drainage structures and protection structures etc. She/he should be a Graduate in Civil Engineering and preferably have:

- Master's Degree in Geotechnical Engineering or equivalent,
- 10 years of experience in related field of expertise,
- 5 years specific experience in Railway as a geologist/geotechnical engineer

She/he should have completed at least three (3) railway bridge design assignments as a geologist/geotechnical engineer. Working Experience in Nepal, SAARC countries and other Asian countries will have an added advantage.

(f) Senior Hydrologist (4 Person Months)

She/he will be responsible for hydraulic/hydrological investigations works and analysis and interpretation of the investigation results for design of bridges, track embankment and other drainage and protection structures protection structures. She/he should be a Graduate in Civil Engineering and preferably have:

- Master's Degree in Hydrology or equivalent degree,
- 10 years of experience Railway/Roadway projects,
- 5 years specific experience in Railway projects as a hydrologist

She/he should have completed at least three (3) railway bridge design assignments as a hydrologist. Working Experience in Nepal, SAARC countries and other Asian countries will have an added advantage.

(g) Senior Architect (4 Person Months)

She/he will be responsible for design of railway stations, platforms, depots including services, finishing works, interchange area planning, Landscaping etc. She/he should be a Graduate in Architecture and preferably have:

- Master's Degree in Architecture,
- 10 years of experience in related field of expertise,
- 5 years specific experience as architecture in railway sector.

She/he should have completed at least three (3) assignments comprising Detail design of railway infrastructure/stations as an architect. Working Experience in Nepal, SAARC countries and other Asian countries will have an added advantage.

(h) Contract Engineer/Specification Expert (4 Person Months)

She/he will be responsible for contract packaging, preparation bidding documents for international bidding and preparation specification for different category of works. She/he should be a Graduate in civil Engineering and preferably have:

- Master's Degree in procurement or equivalent/ Documentation
- 10 years of experience in related field of expertise,
- 5 years specific experience as a Contract Engineer/Specification Expert in railway sector.

She/he should have completed at least three (3) assignments for Detail design of railway projects as a Contract/Specifications expert. Working Experience in Nepal, SAARC countries and other Asian countries will have an added advantage.

(k) Signalling/Telecommunication Engineer (3 Person Months)

She/he will be responsible for design in railway signalling system, communication system and communication arrangements of line sections, stations, trains, platforms, etc. She/he should be a Graduate in Electronics/Telecommunication Engineering and preferably have:

- Master's Degree in Electronics/Telecommunication Engineering,
- 10 years of experience in related field of expertise,
- 5 years specific experience as a Electronics/Telecommunication Engineer in Railway Projects.

She/he should have completed at least three (3) assignments for Detail design of railway projects as a Electronics/Telecommunication Engineer. Working Experience in Nepal, SAARC countries and other Asian countries will have an added advantage.

(L) Electrical and Traction Engineer (3 Person Months)

She/he will be responsible for design of power system including traction power supply system for rolling stock and distribution system including substation for traction, station infrastructures and other electrical installations. She/he should be a Graduate in Electrical Engineering and preferably have:

- Master's Degree in Electrical Engineering,
- 10 years of experience in related field of expertise,
- 5 years specific experience as a Electrical Engineer in Railway Projects.

She/he should have completed at least three (3) assignments for Detail design of railway projects as a Electrical Engineer. Working Experience in Nepal, SAARC countries and other Asian countries will have an added advantage.

2. NATIONAL STAFF

(a) Deputy Team Leader/Highway Engineer (15 Person Months)

The responsibility of this position is to assist and support the Team Leader in co-ordination and management of the project and for survey and design of approach roads to the railway stations. The Deputy Team Leader should be a Graduate in Civil Engineering. She/he should preferably have:

- Master's Degree in the field of Civil Engineering (majored in Railway Engineering)/Highway Engineering
- 15 Years of general experience in Railway/Road sector and
- 10 years relevant experience in design of Railway/ Road projects.

She/he should have completed at least three (3) assignments comprising Railway/Road detail design Study (30km length or more) as a Team Leader/Deputy Team Leader. Working Experience with international consultants will have an added advantage.

(b) Structure/Bridge Engineer (9 Person Months)

She/he will be responsible for design of bridges, ROB, RUB, culverts, other drainage structures and protection structures in close coordination with the international Senior Structure/Bridge Engineer expert.

She/he should be a Graduate in Civil Engineering and should preferably have:

- Master's Degree in Structure/ Bridge Engineering,
- 10 years of general experience in Railway/Road sector,
- 5 years specific experience in Railway/Road Civil Engineering Structures/Bridge design.

She/he should have completed at least three (3) Railway/ Road Bridge assignments as a Structure design/Bridge Engineer. Working Experience with international consultants will have an added advantage.

(c) Engineering Geologist/Geotechnical Engineer (6 Person Months)

She/he will be responsible for geological/geotechnical investigations works and analysis and interpretation of the investigation results for foundation design of bridges, ROB, RUB, culverts, tunnels other drainage structures and protection structures etc. He shall perform his job in close coordination with the international expert. She/he should be a Graduate in Civil Engineering and preferably have:

- Master's Degree in Geotechnical Engineering or equivalent,
- 10 years of general experience in related field of expertise,
- 5 years specific experience in Railway/Road projects as a geologist/geotechnical engineer

She/he should have completed at least three (3) assignments of railway/road bridge/design as a geologist/geotechnical engineer. Working Experience with international consultants will have an added advantage.

(d) Hydrologist (4 Persons Months)

She/he will be responsible for hydraulic/hydrological investigations works and analysis and interpretation of the investigation results for design of bridges, tunnels, track embankment and other drainage and protection structures. He shall perform his job in close coordination with the international expert. She/he should be a Graduate in Civil Engineering and preferably have:

- Master's Degree in Hydrology or equivalent degree,
- 10 years of general experience in related field of expertise ,
- 5 years specific experience in Railway/Road/Bridge/River training project as a hydrologist

She/he should have completed at least three (3) assignments of Railway/Road/Bridge/River Training design as a hydrologist. Working Experience with international consultants will have an added advantage.

(e) Environmental Expert (8 Person Months)

She/he will be responsible for Environmental Impact Assessment (EIA) of the project and identifying mitigation measures including cost and resources needed to implement the mitigation measures. She/he should be a Graduate in Environmental Sciences/Environment Engineering and preferably have:

- Master's Degree in Environmental Sciences/Environmental Engineering,
- 10 years of general experience in related field of expertise,

She/he should have completed at least three (3) assignments comprising Railways/Road Detail design Study Projects as an Environmental Expert. Working Experience with international consultants will have an added advantage.

(f) Social /Resettlement Expert (8 Person Months)

She/he will be responsible for assessment of social impacts of the project and the cost of relief and rehabilitation. She/he shall be responsible preparation of social action plans, resettlement and rehabilitation action plans. She/he should be a Graduate in Social Sciences and should preferably have:

- Master's Degree in Social Sciences/Social Engineering,
- 10 years of general experience in related field of expertise,

She/he should have completed at least three (3) assignments comprising Railways/Road /Detail Design Study Projects as Social/Resettlement Expert. Working Experience with international consultants will have an added advantage.

(g) Architect/Landscape Specialist (4 Person Months)

She/he shall assist the International Architect in design of railway stations, platforms, depots including services, finishing works, interchange area planning, Landscaping etc. She/he should be a Graduate in Architecture and preferably have:

- Master's Degree in Architecture,
- 10 years of general experience in related field of expertise,

She/he should have completed at least three (3) assignments of Detail Design of Railway Stations/Transportation Utility Infrastructures as an Architect. Working Experience with international consultants will have an added advantage.

11 QUALIFICATION AND RESPONSIBILITIES OF NON KEY STAFF

A. International Staff

(a) Structure/Bridge Engineer (7 Person Months)

She/he will be responsible for design of bridges, ROB, RUB, culverts, other drainage structures, protection structures and station infrastructures. She/he should be a Graduate in Civil Engineering having 3 years specific experience in Railway Civil Engineering Structures/Bridge Design.

(b) Train Operation Expert (2 Person Months)

She/he will be responsible for preparation of project implementation schedule, train operation plan, estimation of rolling stock requirements and their cost estimate, passenger revenue and operation and maintenance costs. She/he should be a Graduate in Engineering having 3 years specific experience in train operation planning and design.

(c) Rolling Stock Expert (2 Person Months)

She/he will be responsible for design and technology of rolling stock. She/he should be a Graduate in Mechanical Engineering having 3 years specific experience as a Rolling Stock Expert.

(d) Quantity Surveyor (6 Person Months)

She/he will be responsible for preparation of rate analysis, cost estimate and Bill of Quantities for different category of works in the project. She/he should be a Graduate in Civil Engineering and She/he should have completed at least three (3) assignments for Detail design of railway projects as a Quantity Surveyor. Working Experience in Nepal, SAARC countries and other Asian countries will have an added advantage.

(e) Other Short Term Specialists/Experts (3 Person months)

If specialists/experts in areas other than specified in the Client suggested team composition are required for completion of the assignment then the consultant shall get the approval of the *Department of Railways, Railway and Metro Development Project* for such specialist inputs. The consultant shall quote monthly billing rates for such probable expertise inputs on the basis of different level of seniority of the experts. Thus when an additional expertise input is required then such expertise input shall be charged to the Client on the basis of the monthly billing rate applicable to the seniority level of the proposed staff quoted in the financial proposal.

B. NATIONAL STAFF

(a) Structure/Bridge Engineer (2 Nos, 18 Person Months)

She/he will be responsible for design of bridges, ROB, RUB, culverts, other drainage structures and protection structures in close coordination with the international Senior Structure/Bridge Engineer expert. She/he should be a Graduate in Civil Engineering having 3 years specific experience in Railway/Road Civil Engineering Structures/Bridge design.

(b) Engineering Geologist/Geotechnical Engineer (1 No, 6 Person Months)

She/he will be responsible for geological/geotechnical investigations works and analysis and interpretation of the investigation results for foundation design of bridges, ROB, RUB, culverts, tunnels other drainage structures and protection structures etc. He shall perform his job in close coordination with the international expert. She/he should be a Graduate in Civil Engineering having 3 years specific experience in Railway/Road projects as a geologist/geotechnical engineer.

(c) Hydrologist (4 Persons Months)

She/he will be responsible for hydraulic/hydrological investigations works and analysis and interpretation of the investigation results for design of bridges, tunnels, track embankment and other drainage and protection structures. He shall perform his job in close coordination with the international expert. She/he should be a Graduate in Civil Engineering having 3 years specific experience in Railway/Road/Bridge/River training project as a hydrologist.

(d) Environmental Expert (8 Person Months)

She/he will be responsible for Environmental Impact Assessment (EIA) of the project and identifying mitigation measures including cost and resources needed to implement the mitigation measures. She/he should be a Graduate in Environmental Sciences/Environment Engineering having 3 years of specific experience in related field of expertise.

(e) Social /Resettlement Expert (8 Person Months)

She/he will be responsible for assessment of social impacts of the project and the cost of relief and rehabilitation. She/he shall be responsible preparation of social action plans, resettlement and rehabilitation action plans. She/he should be a Graduate in Social Sciences having 3 years of specific experience in related field of expertise.

(f) Quantity Survey Engineer (2 Nos, 12 Person Months)

She/he will be responsible for preparation of rate analysis, cost estimate and Bill of Quantities for different category of works in the project. He shall work in close coordination with the International expert. She/he should be a Graduate in civil Engineering having 3 years specific experience as a Quantity Surveyor in Railway/Road/Building Projects.

(g) Structure Engineer(Station Infrastructure) (4 Person Months)

She/he will be responsible for structure design of station infrastructure and shall work in close coordination with International structure engineer. She/he should be a Graduate in Civil Engineering having 3 years specific experience in structure design of stations/building/factory complexes.

(h) Electrical Engineer(Station Infrastructure) (3 Person Months)

She/he will be responsible for electrical design works for stations and other building complexes. She/he should be a Graduate in Electrical Engineering having 3 years specific experience in electrical design of station/building complexes.

(i) Sanitary/Drainage Engineer(Station Infrastructure) (3 Person Months)

She/he will be responsible for sanitary and drainage design works for stations and other building complexes. She/he should be a Graduate in Civil Engineering having 3 years specific experience in sanitary/drainage design of stations/building complexes.

(j) Senior Survey Engineer (3 Nos, 9 Person Months)

The responsibility of this position is to conduct field surveys and assist Alignment Design Engineers to fix the control points and the alignment. She/he should be a Graduate in civil engineering/surveying/science having 3 years of specific experience in the field of survey.

(k) Other Short term Specialists/Experts/Engineers (5 Person Month)

If specialists in areas other than specified in the team composition are required for completion of the assignment then the consultant shall get the approval of the *Department of Railways, Rail, Metrorail and Monorail Development Project* for such specialist inputs. The consultant shall quote monthly billing rates for such probable expertise inputs on the basis of different level of seniority of the experts. Thus when an additional expertise input is required then such expertise input shall be charged to the Client on the basis of the monthly billing rate applicable to the seniority level of the proposed staff quoted in the financial proposal.

Note:

- i) International Key persons must have abroad working experience for the least one man-month in purposed services.*
- ii) The above mentioned professional staffs are the minimum requirement as estimated by Department of Railways, Rail, Metrorail and Monorail Development Project. In addition to the above staff, the Consultants shall estimate and propose any additional professional staffs and required technical and other support staff for the execution of the services as per the requirement of the TOR.*
- iii) Replacement of key professional staffs (International or National) will not be accepted, however, under unavoidable circumstances replacement shall be at the most one third of the proposed key staff having equivalent or better qualifications and will be granted upon deduction of 10% from the remuneration of the key staff.*
- iv) Three months and above experience in Railway sector shall have added advantage for National professional staffs.*
- v) Xerox copies must be authenticated by Public Notary otherwise liable to be rejected for bearing in corresponding evaluation.*
- vi) Academic and work experience certificate must be made available in English language. Translated document must be authenticated by Public Notary, otherwise liable to be rejected for bearing in corresponding evaluation.*

12 MODE OF PAYMENT

As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, separate monthly statements shall be submitted in respect of amounts payable in foreign currency and in local currency.

Separate monthly statement shall distinguish that portion of the total eligible costs which pertains to remuneration and that portion which pertains to reimbursable expenditures.

Upon submission by the consultant, in duplicate, itemized statements, accompanied by copies of receipted invoices, submission of TDS vouchers by Consortium of consultants and other appropriate supporting materials viz. time sheet produced by electronic attendance system, rental agreement between consortium of consultants and Owner/vendor (office rent, accommodation, software, equipment, vehicle etc.), bills of other ancillary expenses (electricity, water, communication, drafting, publication etc.) as agreed, field books, processed deliveries, vehicle operation log sheet etc., of the amounts payable, the client shall made payment for the services as per contract.

The basis for progress payment, upon submission and approval as disintegrated, for all type of engineering/social services and deliveries (Topographical/Geological/ Hydro and Morphological/land use/construction material survey/EIA/SIA/soil investigation etc.), shall be made as under mentioned within parenthesis, unless otherwise mentioned elsewhere.

- Field work and reporting (40%)
- Draft Data and reporting (35%)
- Final Data and reporting (25%)

13 UNIT OF MEASUREMENT

Unless otherwise mentioned elsewhere, following unit of measurement shall be used for the measurement of services as per nature of activity.

- Remuneration: MM (Man-Month)
- Detail survey along alignment: KM (Kilometre)
- Detail survey for bridges: No (numbers)
- Bore hole length : M(Metre)
- Vehicle month : VM(Vehicle- Month)
- Air trip: RT (Round Trip)
- Per diem: PD(Person Day)

Section 6. Standard Form of Contract

**CONTRACT
FOR CONSULTANT’S SERVICES**

For

**DETAILED ENGINEERING SURVEY AND DESIGN OF ELECTRIFIED RAILWAY LINE
SUKHKHAD – GADDACHOWKI SECTION OF MECHI-MAHAKALI RAILWAY**

Between

**GOVERNMENT OF NEPAL
MINISTRY OF PHYSICAL INFRASTRUCTURE AND TRANSPORT
DEPARTMENT OF RAILWAYS
RAIL, METRORAIL AND MONORAIL DEVELOPMENT PROJECT
Bishalnagar, Kathmandu**

And

.....
.....
.....

[Name of the Consultants]

Dated: _____

Table of Contents

I.	Form of Contract	63
II.	General Conditions of Contract	65
III.	Special Conditions of Contract	86
IV.	Appendices	93

I. Form of Contract

This CONTRACT (hereinafter called the “Contract”) is made theday of the month of,2014, between, on the one hand, **Government of Nepal, Ministry of Physical Infrastructure and Transport, Department of Railways, Rail, Metrorail and Monorail Development Project** (hereinafter called the “Client”) and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultants’ obligations under this Contract, namely,,
.....
(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 “Services”);
- (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 Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract;
 - (b) The Special Conditions of Contract;
 - (c) The following Appendices:
 - Appendix A: Description of the Services
 - Appendix B: Reporting Requirement
 - Appendix C: Key Personnel and Sub-consultants
 - Appendix D: Medical Certificate
 - Appendix E: Hours of Work for Key Personnel
 - Appendix F: Duties of the Client
 - Appendix G: Cost Estimates in Foreign Currency
 - Appendix H: Cost Estimates in Local Currency
 - Appendix I: Form of Guarantee for Advance Payments
 - Appendix J: Minutes of Negotiations Meetings
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 Consultants in accordance with the provisions of the Contract.

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

For and on behalf of *[name of client]*

[Authorized Representative]

For and on behalf of *[name of consultants]*

[Authorized Representative]

For and on behalf of each of the Members of the Consultants

[name of member]

[Authorized Representative]

[name of member]

[Authorized Representative]

II. General Conditions of Contract

1. General Provisions

1.1 Definitions

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

“Applicable Law” means the laws and any other instruments having the force of law in Nepal, as they may be issued and in force from time to time;

“Government” means Government of Nepal.

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

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

“Foreign Currency” means any currency other than the currency of the Government;

“GCC” means these General Conditions of Contract;

“Donor” means the organization offering loan, credit or grant to GoN

“Local Currency” means the currency of the Government;

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

“Party” means the Client or the Consultants, as the case may be, and “Parties” means both of them;

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

“SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;

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

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

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

1.2 Relation between the Parties	Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the Client and the Consultants. The Consultants, subject to this Contract, have complete charge of Personnel and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
1.3 Law Governing Contract	This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law of Nepal.
1.4 Language	This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
1.5 Headings	The headings shall not limit, alter or affect the meaning of this Contract.
1.6 Notices	<p>1.6.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SCC.</p> <p>1.6.2 Notice will be deemed to be effective as specified in the SCC.</p> <p>1.6.3 A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the SCC with respect to Clause GCC 1.6.2.</p>
1.7 Location	The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in Nepal or elsewhere, as the Client may approve.
1.8 Authority of Member in Charge	In case the Consultants consist of a joint venture of more than one entity, the Members hereby authorize the entity specified in the SCC to act on their behalf in exercising all the Consultants' rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
1.9 Authorized Representatives	Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants may be taken or executed by the officials specified in the SCC.
1.10 Taxes and Duties	Unless otherwise specified in the SCC, the Consultants, Sub-consultants and Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law.

2. Commencement, Completion, Modification and Termination of Contract

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

2.2 Termination of 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 four 30 days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

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

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

2.5 Entire Agreement This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

2.6 Modification Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties and, if applicable, shall not be effective until the consent of the Donor, has been obtained. Pursuant to Clause GCC 7.2 hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.

2.7 Force Majeure

2.7.1 Definition 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.

Force Majeure shall not include (i) any event which is caused by the

negligence or intentional action of a Party or such Party's Sub-consultants 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.

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

2.7.2 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.

2.7.3 Measures to be Taken

A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.

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

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

2.7.4 Extension of Time (EoT)

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

The Consultant shall submit an application to the Client for extension of time, stating the causes for delay with supporting evidence within 7 days before the expiry of the Contract completion date. The approval of EoT shall be subject to verification by the Client whether:

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

2.7.5 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to continue to be paid under the terms of this Contract as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of

the Services and in reactivating the Services after the end of such period.

**2.7.6
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.

2.8 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.

2.9 Termination

**2.9.1 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 2.9.1, 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:

“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.

2.9.2 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 GCC 2.9.2, 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.

2.9.3 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.

2.9.4 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.

2.9.5 Payment upon Termination

Upon termination of this Contract pursuant to Clauses GCC 2.9.1 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 2.9.1 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.

2.9.6 Disputes about Events of Termination

If either Party disputes whether an event specified in paragraphs (a) through (e) of Clause GCC 2.9.1 or in Clause GCC 2.9.2 hereof has occurred, such Party may, within thirty (30) days after receipt of notice of termination from the other Party, shall settle the dispute pursuant to Clause GCC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. Obligations of the Consultants

3.1 General

3.1.1 Standard of Performance

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

3.1.2 Law Governing Services

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

- 3.1.3 Application of Procurement Law** If the Consultants, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Consultants shall comply with any applicable procurement guidelines as per the prevailing Public Procurement Act and Regulations of the GoN (or of the Donors/funding agencies) and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultants in the exercise of such procurement responsibility shall be for the account of the Client.
- 3.2 Conflict of Interests**
- 3.2.1 Consultants Not to Benefit from Commissions, Discounts, etc.** The remuneration of the Consultants pursuant to Clause GCC 6 hereof shall constitute the Consultants' sole remuneration in connection with this Contract or the Services and, subject to Clause GC 3.1.3 hereof, the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the Consultants shall use their best efforts to ensure that any Sub-consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.
- 3.2.2 Consultants and Affiliates Not to Engage in Certain Activities** The Consultants agree that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultants, as well as any Sub-consultant and any entity affiliated with such Sub-consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
- 3.2.3 Prohibition of Conflicting Activities** The Consultants shall not engage, and shall cause their Personnel as well as their Sub-consultants and their Personnel not to engage, either directly or indirectly, in any of the following activities:
- 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.
- 3.3 Confidentiality** The Consultants, their Sub-consultants, and the Personnel of either of them shall not, either during the term of within two (2) years after the expiration of this Contract, disclose any proprietary 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 Sub-consultants to take out and maintain, at their (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, 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 (iii) shall permit the Donors to inspect the Consultant's accounts and records relating to the performance of the Consultant and to have them audited by auditors approved by the Donors, if so required by the Donors.
- 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 Sub-consultant 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 Sub-consultant and its Personnel pursuant to this Contract;
 - c. any other action that may be specified in the SCC.
- 3.8 Reporting Obligations** The Consultants shall submit to the Client the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.
- 3.9 Documents Prepared by the Consultants to be the Property of the Client** All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultants for the Client under this Contract shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of

these documents and software, if any, shall be specified in the SCC.

**3.10 Equipment
and Materials
Furnished by the
Client**

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

4. Consultants' Personnel and Sub-consultants

4.1 General

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

4.2 Description of Personnel

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

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

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

4.3 Approval of Personnel

The Key Personnel and Sub-consultants 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 and (in the case of Key Personnel to be used within the country of the Government) a copy of a satisfactory medical certificate in the form attached hereto as Appendix D. 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 and (if applicable) such certificate, such Key Personnel shall be deemed to have been approved by the Client.

4.4 Working Hours, Overtime, Leave, etc.

a. Working hours and holidays for Key Personnel are set forth in Appendix E hereto. To account for travel time, foreign Personnel carrying out Services inside Nepal shall be deemed to have commenced (or finished) work in respect of the Services such number of days before their arrival in (or after their departure from) Nepal as is specified in Appendix E hereto.

b. The Key Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in

Appendix E hereto, and except as specified in such Appendix, the Consultants' remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set forth in Appendix C. Any taking of leave by Personnel shall be subject to the prior approval by the Consultants who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.

4.5 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.

4.6 Resident Project Manager

If required by the SCC, the Consultants shall ensure that at all times during the Consultants' performance of the Services in Nepal a resident project manager, acceptable to the Client, shall take charge of the performance of such Services.

5 Obligation of client

5.1 Assistance and Exemptions

Unless otherwise specified in the SCC, the Client shall use its best efforts to ensure that the Government shall:

a. provide the Consultants, Sub-consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultants, Sub-consultants or Personnel to perform the Services;

b. arrange for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and

exit visas, residence permits, exchange permits and any other documents required for their stay in Nepal;

c. facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Personnel and their eligible dependents;

d. issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

e. exempt the Consultants and the Personnel and any Sub-consultants employed by the Consultants for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;

f. grant to the Consultants, any Sub-consultant and the Personnel of either of them the privilege, pursuant to the Applicable Law, of bringing into Nepal reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Personnel and their dependents and of withdrawing any such amounts as may be earned therein by the Personnel in the execution of the Services; and

g. provide to the Consultants, Sub-consultants and Personnel any such other assistance as may be specified in the SCC.

5.2 Access to Land

The Client warrants that the Consultants shall have, free of charge, unimpeded access to all land in Nepal in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify the Consultants and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultants or any Sub-consultant or the Personnel of either of them.

- 5.3 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).
- 5.4 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 F at the times and in the manner specified in said Appendix F, 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.
- 5.5 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.
- 5.6 Counterpart Personnel**
- a. If so provided in Appendix F hereto, the Client shall make available to the Consultants, as and when provided in such Appendix F, and free of charge, such counterpart personnel to be selected by the Client, with the Consultants' advice, as shall be specified in such Appendix F. Counterpart personnel shall work under the exclusive direction of the Consultants. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultants, which is consistent with the position occupied by such member, the Consultants may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.
- b. If counterpart personnel are not provided by the Client to the Consultants as and when specified in Appendix F, the Client and the Consultants shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultants as a result thereof pursuant to Clause GCC 6.1(c) hereof.

6. Payments to the Consultants

6.1 Cost Estimates; Ceiling Amount a. An estimate of the cost of the Services payable in foreign currency is set forth in Appendix G. An estimate of the cost of the Services payable in local currency is set forth in Appendix H.

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 foreign currency and 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, 5.4 or 5.6 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. Subject to the ceilings specified in Clause GCC 6.1(b) hereof, the Client shall pay to the Consultants (i) remuneration as set forth in Clause GCC 6.2(b), and (ii) reimbursable expenditures as set forth in Clause GCC 6.2(c). If specified in the SCC, said remuneration shall be subject to price adjustment as specified in the SCC.

b. 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.

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

6.3 Currency of Payment

a. Foreign currency payments shall be made in the currency or currencies specified as foreign currency or currencies in the SCC, and local currency payments shall be made in the currency of the GoN.

b. The SCC shall specify which items of remuneration and reimbursable expenditures shall be paid, respectively, in foreign and in local currency.

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 (or amounts) and in a currency (or currencies) 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, 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. Separate monthly statements shall be submitted in respect of amounts payable in foreign currency and in local currency. Each such separate monthly statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenditures.
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 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 accounts of the Consultants specified in the SCC.

6.5 Retention

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

6.6 Liquidated Damages

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

7. Fairness and Good Faith

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

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

8. Settlement of Disputes

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

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

8.3. Appointment of the Adjudicator/ DRB members

a. The Adjudicator if specified in the SCC 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

or

a. The DRB if specified in SCC shall be formed within 30 days of the commencement date of the contract. The Dispute Resolution Board (DRB) shall comprise of three members. Each Party shall

appoint one member each and the third member who shall act as the Chairman shall be appointed by the two members appointed by the Parties

- b. If a DRB member declines to act or is unable to act as a result of death, disability, resignation or termination of appointment, a replacement shall be appointed in the same manner as the replaced member was required to have been appointed.

8.4.Procedures for Disputes

- a. If a dispute is referred to the Adjudicator or the DRB pursuant to GCC Clause 8,2 then the Adjudicator or the DRB shall give a decision in writing within 30 days of receipt of a reference of the dispute.
- b. The Adjudicator or the DRB Members 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 Employer and the Contractor, whatever decision is reached by the Adjudicator or DRB. Either party may refer a decision of the Adjudicator or DRB to an Arbitrator within 30 days of the Adjudicator's or DRB's written decision. If neither party refers the dispute to arbitration within the above 30 days, the Adjudicator's or the DRB'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 the institution named and in the place shown in the SCC.

9. Remedies for Breach of Contract

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

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

10. Conduct of Consultants

- 10.1 The Consultant shall be responsible to fulfill his obligations as per the requirement of the Contract Agreement, RFP documents and GoN's Procurement Act and Regulations.
- 10.2 The consultant shall not carry out or cause to carry out the following acts with an intention to influence the implementation of the procurement process or the contract agreement :
- a. give or propose improper inducement directly or indirectly,
 - b. distortion or misrepresentation of facts
 - c. engaging or being involved in corrupt or fraudulent practice
 - d. interference in participation of other prospective consultants.
 - 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 then 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 consultant committed acts pursuant to 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.

III. Special Conditions of Contract

Number of GCC Clause	Amendments of, and Supplements to, Clauses In The General Conditions of Contract
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- | | |
|--------------|--|
| 1.6.1 | <p>The addresses are :</p> <p>Client:
Ministry of Physical Infrastructure and Transport
Department of Railways
Rail, Metrorail and Monorail Development Project
Bishalnagar, Kathmandu, Nepal</p> <p>Tel.No.:977-1-4417914
Fax No: 977-1-4417916</p> <p>Consultants:
Address:
Attention:
Cable address:
Telex:
Facsimile:
E-mail:</p> |
| 1.6.2 | <p>Notice will be deemed to be effective as follows:</p> <ul style="list-style-type: none">(a) in the case of personal delivery or registered mail, on delivery;(b) in the case of telexes, 24 hours following confirmed transmission;(c) in the case of telegrams, 24 hours following confirmed transmission;
and(d) in the case of facsimiles, 24 hours following confirmed transmission.(e) in case of E-mail, 24 hours following confirmed transmission. |
| 1.8 | <p>The Member In Charge is <i>[name of member]</i>
<i>Member is [name of member]</i>
<i>Member is [name of member]</i>
<i>Member is [name of member]</i>
.....
.....</p> |
| 1.9 | <p>The Authorized Representatives are:</p> <p>For the Client: Director General, Departments of Railways</p> |

For the Consultants:

.....

- 1.10 The Consultants, the Sub-consultants and the Personnel shall pay all taxes, duties, fees, levies and other impositions imposed, under the Applicable Law, on the Consultants, the Sub-consultants and the Personnel.
- 2.2 The time period shall be: **Six (6) months** or such other time period as the parties may agree in writing.
- 2.3 The time period shall be: **Fifteen (15) days**
- 2.4 The time period shall be: **Fifteen (15) months**
- 3.4
 - (a) Except in case of gross negligence or wilful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Client's property, shall not be liable to the Client:
 - (i) for any indirect or consequential loss or damage; and
 - (ii) for any direct loss or damage that exceeds (A) the total payments for professional fees and reimbursable expenditures made or expected to be made to the Consultants hereunder, or (B) the proceeds the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (A) or (B) is higher.
 - (b) 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 The risks and the coverages shall be as follows:
 - a. Third Party motor vehicle liability insurance in respect of motor vehicles operated in Nepal by the Consultants or their Personnel or any Sub-consultants or their Personnel, with a minimum coverage of **Rs.3,000,000.00**;
 - b. Third Party liability insurance, with a minimum coverage of **Rs.1,000,000.00**;
 - c. Professional liability insurance, with a minimum coverage of **Contract Amount**;
 - d. Employer's liability and workers' compensation insurance in respect of the Personnel of the Consultants and of any Sub-consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and

- e. Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultants' property used in the performance of the Services, and (iii) any documents prepared by the Consultants in the performance of the Services.

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) The ceiling in foreign currency or currencies is: [amount]
The ceiling in local currency is: [amount]

- 6.2(b)(i)**
- (1) It is understood (i) that the remuneration rates shall cover (A) such salaries and allowances as the Consultants shall have agreed to pay to the Personnel as well as factors for social charges and overhead, (B) the cost of backstopping by home office staff not included in the Personnel listed in Appendix C, and (C) the Consultants' fee, (ii) that bonuses or other means of profit-sharing shall not be allowed as an element of overhead, and (iii) that any rates specified for persons not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Client, once the applicable salaries and allowances are known.
 - (2) Remuneration for periods of less than one month shall be calculated on an hourly basis for actual time spent in the Consultants' home office and directly attributable to the Services (one hour being equivalent to 1/240th of a month) and on a calendar-day basis for time spent away from home office (one day being equivalent to 1/30th of a month).

6.2(b)(ii) The rates for foreign Personnel are set forth in Appendix G and the rates for local Personnel, in Appendix H.

6.3(a) The foreign currency shall be the following:
(i) *US Dollar*

6.3(b)(i) Remuneration for foreign Personnel shall be paid in foreign currency and remuneration for local Personnel shall be paid in local currency.

- 6.3(b)(ii)** The reimbursable expenditures in foreign currency shall be the following:
- 1. a per diem allowance for each of the foreign for every day in which such Personnel shall be absent from his home office and shall be outside the country of the Government for the purpose of the Services at the daily rate specified in Appendix G;
 - 2. the following transportation costs:
 - (i) the cost of international transportation of the foreign Personnel and, as specified below, eligible dependents of the foreign Personnel, by the most appropriate means of transport and the

most direct practicable route to and from the Consultants' home office; in the case of air travel, this shall be by less than first class;

- (iii) the cost of transportation to and from Nepal of eligible dependents who shall be the spouse and not more than two (2) unmarried dependent children under eighteen (18) years of age of those of the foreign Personnel assigned to resident duty in Nepal for the purpose of the Services for periods of six (6) consecutive months or longer, provided that the stay of such dependents in Nepal shall have been for not less than three (3) consecutive months, duration.
 - (iv) for the air travel of each of the foreign Personnel, and each eligible dependent, the cost of excess baggage up to twenty (20) kilograms per person, or the equivalent in cost of unaccompanied baggage or air freight; and
 - (v) miscellaneous travel expenses such as the cost of transportation to and from airports, airport taxes, passport, visas, travel permits, vaccinations, etc., at a fixed unit price per round trip as specified in Appendix G;
3. the cost of communications (other than those arising in Nepal) reasonably required by the Consultants for the purposes of the Services;
 4. the cost of printing, reproducing and shipping of the documents, reports, drawings, etc. specified in Appendices A and B hereof;
 5. the cost of acquisition, shipment and handling of the following equipment, instruments, materials and supplies required for the Services: [amount];
 6. the cost of shipment of personal effects up to [amount];
 7. the cost of programming and use of, and communication between, the computers for the purposes of the Services at the rate set forth in Appendix
 8. the cost of laboratory tests on materials, model tests and other technical services authorized or requested by the Client, as specified in Appendix G;
 9. the foreign currency cost of any subcontract required for the Services and approved in writing by the Client;
 10. the cost of items not covered in the foregoing but which may be required by the Consultants for completion of the Services, subject to the prior authorization in writing by the Client; and
 11. any such additional payments in foreign currency for properly procured items as the Parties may have agreed upon pursuant to the provisions of Clause GCC 6.1(c).

- 6.3(b)(iii)** The reimbursable expenditures in local currency shall be the following:
1. a per diem allowance at a rate in local currency equivalent to [name agreed foreign currency specified in Clause SCC 6.1 (b)] per day, for each of the short-term foreign Personnel (i.e., with less than twelve (12) months consecutive stay in Nepal) for the first ninety (90) days during which such Personnel shall be in Nepal;
 2. a per diem allowance at a rate in local currency equivalent to [name agreed foreign currency specified in Clause SCC 6.1 (b)] per day, for each of the short-term foreign Personnel for each day in excess of ninety (90) days during which such Personnel shall be in Nepal;
 3. the cost of the following locally procured items: local transportation, office accommodations, camp facilities, camp services, subcontracted services, soil testing, equipment rentals, supplies, utilities and communication charges arising in Nepal, all if and to the extent required for the purpose of the Services, at rates specified in Appendix H;
 4. the cost of equipment, materials and supplies to be procured locally in Nepal as specified in Appendix H;
 5. the local currency cost of any subcontract required for the Services and approved in writing by the Client;
 6. any such additional payments in local currency for properly procured items as the Parties may have agreed upon pursuant to the provisions of Clause GCC 6.1(c); and
 7. the cost of such further items as may be required by the Consultants for the purpose of the Services, as agreed in writing by the Client.
- 6.4(a)** N/A
- 6.4(c)** The interest rate is: **9 %**
- 6.4(e)** The accounts are:
for foreign currency: *[insert account]*
for local currency: *[insert account]*
- 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
- 8.2 Dispute Settlement** Dispute reference to: **Dispute Resolution Board (DRB)**
- 8.3 Appointment of the Adjudicator** Appointing Authority: **Nepal arbitration Council, 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 **Nepal Arbitration Act 2055 (1999)**

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.

IV. Appendices*

* (Appendix A to H shall be filled during the contract agreement)

Appendix A—Description of the Services

Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Client, etc.

Appendix B—Reporting Requirements

List format, frequency, and contents of reports; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here “Not applicable.”

Appendix C—Key Personnel and Sub-consultants

List under: C-1 *Titles [and names, if already available], detailed job descriptions and minimum qualifications of Key foreign Personnel to be assigned to work in Nepal, and staff-months for each.*

C-2 *Same information as C-1 for Key local Personnel.*

C-3 *Same as C-1 for Key Personnel to be assigned to work outside Nepal.*

C-4 *List of approved Sub-consultants (if already available); same information with respect to their Personnel as in C-1 through C-4.*

Appendix D—Medical Certificate

Show here an acceptable form of medical certificate for foreign Personnel to be stationed in Nepal. If there is no need for a medical certificate, state here “Not applicable.”

Appendix E—Hours of Work for Key Personnel

List here the hours of work for Key Personnel; travel time to and from the country of the Government for foreign Personnel (Clause GCC 4.4(a)); entitlement, if any, to overtime pay, sick leave pay, vacation leave pay, etc.

Appendix F—Duties of the Client

List under: F-1 *Services, facilities and property to be made available to the Consultants by the Client.*

F-2 *Counterpart personnel to be made available to the Consultants by the Client.*

Appendix G—Cost Estimates in Foreign Currency

List hereunder cost estimates in foreign currency:

1. (a) Monthly rates for foreign Personnel (Key Personnel and other Personnel)
2. Reimbursable expenditures
 - (a) Per diem allowances.
 - (b) Air transport for foreign Personnel.
 - (c) Air transport for dependents.
 - (d) Transport of personal effects.
 - (e) International communications.
 - (f) Printing of documents specified in Appendices A and B hereof.
 - (g) Acquisition of specified equipment and materials to be imported by the Consultants and to be paid for by the Client (including transportation to Nepal).
 - (h) Other foreign currency expenditures, like use of computers, foreign training of Client's staff, various tests, etc.

Appendix H—Cost Estimates in Local Currency

List hereunder cost estimates in local currency:

1. Monthly rates for local Personnel (Key Personnel and other Personnel)
2. Reimbursable expenditures as follows:
 - (a) Per diem rates for subsistence allowance for foreign short-term Personnel, plus estimated totals.
 - (b) Living allowances for long-term foreign Personnel, plus estimated totals.
 - (c) Cost of local transportation.
 - (d) Cost of other local services, rentals, utilities, etc.

Appendix I—Form of Bank Guarantee for Advance Payments

TO: *[Name and Address of Client]*
 [Name of Contract for Consulting Services]

Gentlemen:

In accordance with the provisions of Clauses GCC 6.4(a) and SCC 6.4(a) of the above-mentioned Contract (hereinafter called “the Contract”), *[name and address of consultants]* (hereinafter called “the Consultants”) shall deposit with *[Name of Client]* a bank guarantee to guarantee their proper and faithful performance under the said provisions of the Contract in an amount of *[amount of Guarantee]*, *[amount of Guarantee in words]*.

We, the *[bank or financial institution]* as instructed by the Consultants, agree unconditionally and irrevocably to guarantee as primary obligor and not as Surety merely, the payment to with *[Name of Client]* on his first demand without whatsoever right of objection on our part and without his first claim to the Consultants, in the amount not exceeding *[amount of Guarantee]*, *[amount of Guarantee in words]*.

We further agree that no change or addition to or other modification of the terms of the Contract which may be made between with *[Name of Client]* and the Consultants, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

The validity period of the guarantee shall be 30 days beyond the period scheduled for repayment of the advance payment and the guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until the with *[Name of Client]* receives full repayment of the same amount from the Consultant.

Yours truly,

Signature and Seal

Name of Bank/Financial Institution

Address

Date

APPENDIX J—MINUTES OF NEGOTIATIONS MEETINGS