

REQUEST FOR PROPOSAL (RFP) DOCUMENT

Procurement of Consulting Services: *Preparation of Hydrological Manual for Infrastructure*

Lump-sum Assignments

Quality- and Cost-Based Selection (QCBS),

[For Assignments of value between
0.30 Million to 30.00 Million]

Issued by:

Government of Nepal

Water and Energy Commission Secretariat

Singha Durbar, Kathmandu

Dec 2016



REQUEST FOR PROPOSALS (RFP)

RFP No. : Job No. **01/WECS/2073-74**

Title of Consulting Services: *Preparation of Hydrological Manual for Infrastructure*

Project Name: *Preparation of Hydrological Manual for Infrastructure*

Office Name: Government of Nepal
Water and Energy Commission Secretariat

Office Address: Singha Durbar, Kathmandu

Source of Funding: Government of Nepal

Budget Head: 3081014

Dec, 2016

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Section 1: Letter of Invitation

Date: 2073/08/30

To,
M/S JV of Jade Consult (P.) Ltd, Thapathali, Kathmandu and Hydro-Engineering Service (P) Ltd., Jytha,
Kathmandu
Attention: Mr./Ms:
Dear Sir,

Re: ***Request for Proposal for the Consulting Services for Preparation of Hydrological Manual for Infrastructure***

1. Government of Nepal (GON) has allocated a fund towards the cost of Study on Preparation of Hydrological Manual for Infrastructure and intends to apply a portion of this fund to eligible payments under this Contract.
2. The Water and Energy Commission Secretariat now invites proposals to provide consulting Services for Study on Preparation of Hydrological Manual for Infrastructure.

Details of the services are provided in the Terms of Reference (TOR).

3. The Request for Proposal (RFP) has been addressed to the following shortlisted Consultants:
 - (i) JV of Jade Consult (P.) Ltd, Thapathali, Kathmandu and Hydro-Engineering Service (P) Ltd., Jytha, Kathmandu
 - (ii) JV of Association for the Development of Environment and People in Transition – Nepal (ADPT_NEPAL), Jwagal, Kupundol, Lalitpur and Group of Engineers for Appropriate Technology Nepal (GREAT NEPAL), Jwagal, Kupundole, Lalitpur
 - (iii) GOEC Nepal P. Ltd., New Baneshor, Kathmandu
 - (iv) ERMC (P) Ltd., New Baneshor, Kathmandu
 - (v) JV of Total Management Service Pvt. Ltd., Kamalpokhari, Kathmandu and CARD Consult (P) Ltd., Babarmahal, Kathmandu
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. In case of a joint venture (JV), the Consultant should submit the joint venture agreement. The Consultant must submit the power of attorney to sign and submit the proposals by designated authorized representatives of the firms in the JV. The composition and share structures of the JV shall be the same as proposed during the Expression of Interest (EOI).
7. Please inform us, upon receipt:
 - (a) that you received the letter of invitation; and
 - (b) whether your firm/Joint venture will submit a proposal, or,
 - (c) your firm/Joint venture will decline to submit a proposal.

Yours sincerely,

.....
(Sukdev Chaudhary)
Chief, Procurement Unit
Water and Energy Commission Secretariat (WECS)

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, for services as specified in the Data Sheet. The proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected Consultant.
 - 1.3 The Consultants must familiarize themselves with the scope of work 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 are advised to attend a pre-proposal conference if one is specified in the Data Sheet.
 - 1.4 The Client will provide the inputs specified in the Data Sheet, assist the Consultant in obtaining data needed to carry out the services, and make available relevant project reports.
 - 1.5 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.
 - 1.6 GON 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 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 financed contracts, to observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the GON:

a. defines, for the purposes of this provision, the terms set forth below as follows:

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

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

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

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

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

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

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

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

2. Clarification and Amendment of RFP Documents

- 2.1 Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile, or electronic mail to the Client's address indicated in the Data Sheet. The Client will respond by cable, telex, facsimile, or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited Consultants who intend to submit proposals.
- 2.2 At any time before the submission of proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited Consultant, amend the RFP. 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 in accordance with Sub - Clause 1.2 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.
 - ii. For assignments on a staff-time basis, the estimated number of professional staff is given in the Data Sheet. The proposal shall, however, be based on the number of professional staff-months estimated by the Consultant.
 - iii. It is desirable that the majority of the key professional staff proposed be permanent employees of the Consultant or has an extended and stable working relationship with it.



- iv. Proposed professional staff must, at a minimum experience indicated in the Data Sheet, preferably with 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 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 authorized 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.
 - vi. Estimates of the total staff input (professional and support staff; staff time) needed to carry out the assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member (Sections 3E and 3G).
 - vii. A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.
 - viii. Any additional information requested in the Data Sheet.

3.5 The Technical Proposal shall not include any financial information.

Financial Proposal

- 3.6 In preparing the Financial Proposal (FP), Consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section 4). It lists all costs associated with the assignment, including (a) remuneration for staff (in the field and at headquarters), and (b) reimbursable expenses such as subsistence (per diem, housing),



transportation (mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, communication (Telephone, Fax etc.) surveys, and training, if it is a major component of the assignment. If appropriate, these costs should be broken down by activity.

- 3.7 The Financial Proposal should include all duties, taxes and other levies, and other charges imposed under the applicable law payable by the Consultant under the Contract or for any other cause.
- 3.8 Consultants shall express the price of their services in Nepalese Rupees.
- 3.9 The Data Sheet indicates the required validity period of the proposals. During this period, the Consultant is expected to keep available the professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the Consultants who do not agree have the right not to extend the validity of their proposals.

4. Submission, Receipt, and Opening of Proposals

- 4.1 The original proposal (TP and FP) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultant itself. Any such corrections must be initialed 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 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 Technically Proposals are evaluated



5. Proposal Evaluation

General

- 5.1 From the time the bids are opened to the time the contract is awarded, if any Consultant wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the Consultant to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the Consultant's proposal.
- 5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

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

- 5.3 The evaluation committee, appointed by the Client as a whole, and each of its members individually, evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria and point system specified in the Data Sheet. The evaluation committee shall compute the score obtained by each proposal by taking the average of the scores given by each member to the particular proposal. Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.
- 5.4 In the case of Quality-Based Selection, the highest ranked Consultant is invited to negotiate its proposal and the contract on the basis of the Technical Proposal and the Financial Proposal submitted in accordance with the instructions given in para. 1.2 and the Data Sheet.

Public Opening and Evaluation of Financial Proposals (QBS Only)

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

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

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

- 5.7 The Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultant, the technical scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.
- 5.8 The evaluation committee will determine whether the Financial Proposals are complete (i.e., whether they have costed all items of the corresponding Technical Proposals; if not, the Client will cost them and add their cost to the initial price), and correct any computational errors.
- 5.9 In case of Fixed Budget Selection (FBS), the Consultant's Financial Proposals with cost more than the specified fixed budget ceiling by the Client in Data Sheet shall be rejected.
- 5.10 In case of Least Cost Based Selection (LCBS), the Consultant's proposal which has scored the minimum pass mark in the Technical proposal and is of the least cost in the financial proposal shall be invited for negotiation.
- 5.11 In case of QCBS and FBS with financial proposal within specified fixed budget ceiling, the lowest Financial Proposal (F_m) will be given a financial score (S_f) of 100 points. The financial scores (S_f) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (S_t) and financial (S_f) 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: $S = S_t \times T\% + S_f \times P\%$. 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 Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates in the cases of QCBS methods. For QBS, the Consultant should provide the information on remuneration rates described in the Appendix to this information.



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

7. Award of Contract

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



- 7.7 The Client shall return the unopened Financial Proposals of those Consultants who did not pass the technical evaluation.
- 7.8 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.



8. Confidentiality

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

9. Conduct of Consultants

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

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:
- if it is proved that the bidder committed acts pursuant to the Information to Consultants clause 9.2,
 - if the bidder fails to sign an agreement pursuant to Information to Consultants clause 7.3,
 - if it is proved later that the bidder/contractor has committed substantial defect in implementation of the contract or has not substantially fulfilled his obligations under the contract or the completed work is not of the specified quality as per the contract

- d) if convicted by a court of law in a criminal offence which disqualifies the Consultant from participating in the 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 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	The name of the Client is: Water and Energy Commission Secretariat, Singha Durbar, Kathmandu The method of selection is: Quality and Cost Based Selection (QCBS)
1.2	The name, objective and description of assignment are: Name: Preparation of Hydrological Manual for Infrastructure Objective: As Mentioned in the TOR Description: As Mentioned in the TOR
1.3	A pre-proposal conference will be held: Yes ___ () No ___ (✓) Date: day from the first date of publication of notice for issuance of RFP Document Time: Venue: The name(s), address(es), and telephone numbers of the Client's official(s) are: Name: Address: Telephone No. :
1.4	The Client will provide the following inputs: Act, Rules, Regulations, Manuals and Guidelines related to study and other study related information, if available any, at the cost of Consultant.
1.10	The clauses on fraud and corruption in the Contract are: As per applicable law
2.1	Clarifications may be requested within 7 days before the submission date The address for requesting clarifications is: Water and Energy Commission Secretariat, Singha Durbar, Kathmandu, Nepal Facsimile: 01-4211425

	Email: wecs@mos.com.np
3.1	Proposals should be submitted in the following language(s): English
3.3	(i) Short listed Consultants/entity may associate with other short listed Consultant (ii) The estimated number of professional required for the assignment is: Nine (9) (iii) Available Budget for Fixed Budget Assignment : Not Applicable (iv) The minimum required experience of proposed professional staff is: as mentioned in the Clause Reference 5.3 of this data sheet. (v) Reports that are part of the assignment must be written in the following language(s): All the reports shall be in English
3.4	(i) Training is a specific component of this assignment: No (ii) Additional information in the Technical Proposal includes: As provided in the TOR
3.9	Proposals must remain valid 90 days after the last submission date,
4.3	Consultants must submit an original and two additional copies of Technical Proposal and one copy of Financial Proposal
4.4	The proposal submission address: Procurement Unit Water and Energy Commission Secretariat, Singha Durbar, Kathmandu Information on the outer envelope shall also include : "Preparation of Hydrological Manual for Infrastructure"
4.5	Proposals must be submitted no later than 31 days from date of issuance of RFP before 12.00 noon (Nepal Standard Time – NST) The submitted proposals will be opened at 2.00 pm (NST) on last date of submission of the proposal in the meeting hall of WECS.
5.1	The address to send information to the Client is: Water and Energy Commission Secretariat, Singha Durbar, Kathmandu



Evaluation Criteria for evaluating the Request for Proposals of “Preparation of Hydrological Manual for Infrastructure”

Marks allocated for evaluation of RFP documents:

S.N	Descriptions	Marks
1	Specific work experience of the firm in the last five years	10
2	Adequacy of the proposed work plan and methodology in responding to the terms of Reference	40
3	Competence of the key staff for assignment (specific experience of the key professionals in relevant field)	50

Detailed Evaluation Criteria for evaluation of RFP document are as follows:

5.3

S.N	Description	Weightage	Marks
1	Specific experience of the firm relevant to the assignment in the last five Years		10
A	Experience in study & research related works on preparation of Manual and Design Guidelines of Infrastructure Development works.(Hydropower/Irrigation/Water Supply/River Training)(Based on number of projects completed in the last five years)		3
	i) At least 1 task or project	70%	
	ii) 2 tasks or projects	90%	
	iii) More than 2 tasks or projects	100 %	
B	Experience in Infrastructure Development Project Design: Detailed Design and Feasibility Study work on Hydropower/ Irrigation/Water Supply/River Training projects(Based on number of projects completed in last five years)		3
	i) At least 1 task or project	70%	
	ii) 2 tasks or projects	90%	
	iii) More than 2 tasks or projects	100 %	
C	Experience in Study & Research work in Hydrology/Meteorology/ Climate Change/Flood (Based on number of projects completed in last five years)		2
	i) At least 1 task or project	70%	
	ii) 2 tasks or projects	90%	
	iii) More than 2 tasks or projects	100 %	
D	General Work Experience of the firm in the area of water resource development projects (Based on number of projects completed in last five years)		2
	i) At least 1 task or project	70%	
	ii) 2 tasks or projects	90%	
	iii) More than 2 tasks or projects	100 %	
	Note: ➤ In case of a joint venture, cumulative experience shall be considered. ➤ The experience of the firm shall be supported with notarized copies of experience/completion certificate showing the project size, value of service and date of completion of the assignment. ➤ Experience in ongoing/incomplete projects will not be taken for evaluation. ➤ The proof of experience should be submitted separately for each work.		
2	Adequacy & quality of the proposed methodology, and work plan in responding to the Terms of Reference		40 marks
A	Understanding of objective of the study & scope of work		5
B	Comments on and response to Terms of Reference, data, service & facilities		5
C	Clear and well thought out methodology		10
D	Realistic and detailed implementable work plan		10
E	Manpower schedule, balance in team composition and task assignment		10

3	Competence of the key staff for the Assignment (specific experience of the key professional in relevant field):		50 marks
	A	Team leader (Water Resource expert)	12
	B	Senior Hydrologist	9
	C	Hydrologist	5
	D	Hydropower engineer	4
	E	Irrigation & drainage engineer	4
	F	Sediment management expert	3
	G	Water supply & sanitation engineer	4
	H	Bridge design expert	4
	I	Flood control expert	5
For 3A; the Team leader 12 marks is divided into three categories as given below:			
a) Experience in study & research related works on preparation of manuals/ design Guidelines of Infrastructure projects.(Hydropower /Irrigation/Water Supply/River Training)			4
	i) At least 1 task or project	70%	
	ii) 2 tasks or projects	90%	
	iii) More than 2 tasks or projects	100 %	
b) Experience in Infrastructure related design work in feasibility study of Hydropower/ Irrigation/ Water Supply/River Training projects			4
	i) At least 1 task or project	70%	
	ii) 2 tasks or projects	90%	
	iii) More than 2 tasks or projects	100 %	
c) Experience in study & research work in Hydrology/Meteorology/Climate Change/Flood projects			4
	i) At least 1 task or project	70%	
	ii) 2 tasks or projects	90%	
	iii) More than 2 tasks or projects	100 %	
For 3B; the Senior Hydrologist 9 marks is divided into three categories as given below:			9
	i)Experience in at least two projects in the professional's respective field of expertise	70%	
	ii) Experience in Study & research work in Hydrology/Meteorology/ Climate Change/Flood at least two projects in addition to the experience in 3B (i) of this table	90%	
	iii) Experience in Study work in Preparation of Manual/Guideline of Infrastructure at least two projects in addition to the experience in 3B (i) of this table	100 %	
For 3C the Hydrologist 5 marks is divided into three categories as given below:			5
	i)Experience in at least two projects in the professional's respective field of expertise	70%	
	ii) Experience in study & research work in Hydrology/Meteorology/Climate Change/Flood at least two projects in addition to the experience in 3C (i) of this table	90%	
	iii) Experience in Study work of preparation of Manual/Guideline of Infrastructure at least two projects in addition to the experience in 3C (i) of this table	100 %	
For 3D; the Hydropower Engineer 4 marks is divided into three categories as given below:			4
	i)Experience in at least two projects in the professional's respective field of expertise	70%	
	ii) Experience in at least two hydropower projects design: detailed design work with installed capacities of at least 10 MW projects in addition to the experience in 3D (i) of this table	90%	
	iii) Experience in Study work of preparation of Manual/Guideline of Infrastructure at least two projects in addition to the experience in 3D (i) of this table	100 %	
For 3E; the Irrigation & Drainage Engineer 4 marks is divided into three categories as given below:			4
	i)Experience in at least two projects in the professional's respective field of expertise	70%	
	ii) Experience in at least two Irrigation/Drainage projects design: detailed design work in addition to the experience in 3E (i) of this table	90%	
	iii) Experience in study work of preparation of Manual/Guideline of Infrastructure at least two projects in addition to the experience in 3E (i) of this table	100 %	
For 3F: the Sediment Management Expert 3 marks is divided into three categories as given below:			3
	i) Experience in at least two projects in the professional's respective field of expertise	70%	
	ii) Experience in at least two sediment-related Design Works in addition to the experience in 3F (i) of this table	90%	
	iii) Experience in at least two Sediment related Modeling & research projects in addition to the experience in 3F (i) of this table	100 %	

For 3G; the Water supply & sanitation engineer 4 marks is divided into three categories as given below:		4
i) Experience in at least two projects in the professional's respective field of expertise	70%	
ii) Experience in at least two Water supply /Sanitation projects design Work in addition to the experience in 3G (i) of this table	90%	
iii)) Experience in Study work of preparation of Manual/Guideline of Infrastructure at least two projects in addition to the experience in 3G (i) of this table	100 %	
For 3H; the Bridge Design Expert 4 marks is divided into three categories as given below:		4
i) Experience in at least two projects in the professional's respective field of expertise	70%	
ii) Experience in at least 2 Bridge/Culvert/Spur Design projects: detailed design works in addition to the experience in 3H (i) of this table	90%	
iii) Experience in study work of preparation of Manual/ Guideline of Infrastructure at least two projects in addition to the experience in 3H (i) of this table	100 %	
For 3I; the Flood control Expert 5 marks is divided into three categories as given below:		5
i) Experience in at least two projects in the professional's respective field of expertise	70%	
ii) Experience in at least two Flood control Structure's Detailed Design projects in addition to the experience in 3I (i) of this table	90%	
iii) Experience in at least two Study work in Preparation of Manual/ Guideline of Infrastructure Projects in addition to the experience in 3I (i) of this table	100 %	
Note:		
<ul style="list-style-type: none"> ➤ Minimum years of experience and qualification for all the key professionals shall be as specified in the TOR. If the proposed personnel falls to meet the minimum year of experience and qualification as specified in TOR, the respective personnel will not be considered for evaluation. ➤ Curriculum Vitae (CV) of the key professionals shall be submitted with signature in blue indelible ink of respective professionals as provided in form 3F. The CV shall contain the NEC (Nepal Engineering Council) registration number for those key professionals who need to be registered as per NEA Act, 2055 and Regulation, 2057. A notarized copy of the NEC registration certificate shall be attached for the person to be evaluated. ➤ A firm shall not propose the same professional in more than one designation in the same job. If so proposed, the respective person will not be considered in the evaluation for any designation. ➤ The key professional hired as part time staff will be evaluated with only 80% of the corresponding evaluation marks. ➤ Experience in ongoing/incomplete projects will not be taken for evaluation. 		
	Total Marks	100
Minimum technical score required in aggregate to pass = 70 Marks		

5.8	The fixed Budget Ceiling for the assignment is : Not Applicable
5.10	<p>The formula for determining the financial scores is the following: $S_f = 100 \times F_m / F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration</p> <p>The weights given to the Technical and Financial Proposals are: T (Technical Proposal) = 80 % and P (Financial Proposal) = 20 %</p>
6.1	<p>The address for negotiations is: Water and Energy Commission Secretariat, Singha Durbar, Kathmandu</p>

7.6	The assignment is expected to commence from 2073/.....																																																												
Additional Information	<ul style="list-style-type: none"> The information furnished by the Firm (s) in the RFP document should be realistic. If any discrepancies/faults are found, legal action may be taken as per prevailing rules and regulations. The Consultant must put the signature of authorized representative and stamp of company on each printed side of every page in both the Technical and Financial Proposals. In case of a joint venture, the Consultant should submit the joint venture agreement. The Consultant must submit the power of attorney to sign and submit the proposals by designated authorized representatives of the firms in the JV. The composition and share structures of the JV shall be the same as proposed during the EOI. If otherwise, the proposal will not be evaluated. <p>List of Key Professionals:</p> <table border="1" data-bbox="462 772 1404 1332"> <thead> <tr> <th><u>SN</u></th> <th><u>Designation</u></th> <th><u>Required no</u></th> <th><u>Office work Manmonth (A)</u></th> <th><u>Field work Manmonth (B)</u></th> <th><u>Total Manmonth (A+B)</u></th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Team Leader(Water Resource Expert)</td> <td>1</td> <td>10</td> <td>2</td> <td>12</td> </tr> <tr> <td>2</td> <td>Senior Hydrologist</td> <td>1</td> <td>6</td> <td>2</td> <td>8</td> </tr> <tr> <td>3</td> <td>Hydrologist</td> <td>1</td> <td>10</td> <td>2</td> <td>12</td> </tr> <tr> <td>4</td> <td>Hydropower Engineer</td> <td>1</td> <td>5</td> <td>1</td> <td>6</td> </tr> <tr> <td>5</td> <td>Irrigation and Drainage Engineer</td> <td>1</td> <td>5</td> <td>1</td> <td>6</td> </tr> <tr> <td>6</td> <td>Sediment Management Expert</td> <td>1</td> <td>1</td> <td>1</td> <td>2</td> </tr> <tr> <td>7</td> <td>Water Supply and Sanitation Engineer</td> <td>1</td> <td>5</td> <td>1</td> <td>6</td> </tr> <tr> <td>8</td> <td>Bridge Design Expert</td> <td>1</td> <td>5</td> <td>1</td> <td>6</td> </tr> <tr> <td>9</td> <td>Flood Control Expert</td> <td>1</td> <td>5</td> <td>1</td> <td>6</td> </tr> </tbody> </table>	<u>SN</u>	<u>Designation</u>	<u>Required no</u>	<u>Office work Manmonth (A)</u>	<u>Field work Manmonth (B)</u>	<u>Total Manmonth (A+B)</u>	1	Team Leader(Water Resource Expert)	1	10	2	12	2	Senior Hydrologist	1	6	2	8	3	Hydrologist	1	10	2	12	4	Hydropower Engineer	1	5	1	6	5	Irrigation and Drainage Engineer	1	5	1	6	6	Sediment Management Expert	1	1	1	2	7	Water Supply and Sanitation Engineer	1	5	1	6	8	Bridge Design Expert	1	5	1	6	9	Flood Control Expert	1	5	1	6
<u>SN</u>	<u>Designation</u>	<u>Required no</u>	<u>Office work Manmonth (A)</u>	<u>Field work Manmonth (B)</u>	<u>Total Manmonth (A+B)</u>																																																								
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5	Irrigation and Drainage Engineer	1	5	1	6																																																								
6	Sediment Management Expert	1	1	1	2																																																								
7	Water Supply and Sanitation Engineer	1	5	1	6																																																								
8	Bridge Design Expert	1	5	1	6																																																								
9	Flood Control Expert	1	5	1	6																																																								



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: 2073/ /

To:
The Secretary
Water and Energy Commission Secretariat
Singha Durbar, Kathmandu

Dear Sir/Madam,

We, the undersigned, offer to provide the consulting services for **Preparation of Hydrological Manual for Infrastructure** in accordance with your Request for Proposal dated .../.../2073 and our Proposal. We hereby submit 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 .../.../2073 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 **five** 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 NRs
Name of Associated Consultants, If Any:		No. of Months of Professional Staff Provided by Associated Consultants:
Name of Senior Staff, Designation (Project Director/Coordinator, Team Leader etc.) Involved and Functions Performed:		
Narrative Description of Project: : (Actual assignment, nature of activities performed and location)		
Description of Actual Services Provided by Your Staff:		

Consultant's Name:.....

Signature:.....

Stamp:

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:

Profession:

Date of Birth:

Years with Consultant/Entity:

Nationality:

Membership in Professional Societies:

Detailed Tasks Assigned:

Key Qualifications:

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

Education:

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

Employment Record:

*[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, with special focus on **Name of the assignment/Infrastructure water related projects feasibility study, preparation of Manual, guideline, detail design of infrastructure projects: hydropower project, Irrigation, River training, Bridge, related study works –research works.** Please follow the detail evaluation criteria for requirement in specific experience.]*

Languages:

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

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 with inedible **blue ink**]*

Day/Month/Year

Full name of staff member: _____

Full name of authorized representative: _____



3G. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Name	Position	Months (In Form of Bar Chart)														Number of Months	Number of Months in Field
		1	2	3	4	5	6	7	8	9	10	11	12	n			
																Subtotal (1)	
																Subtotal (2)	
																Subtotal (3)	
																Subtotal (4)	
																Subtotal (n)	

Full-time Input: _____

Part-time Input: _____

Signature: _____
(Authorized representative)

Full Name: _____

Title: _____

Address: _____



3H. ACTIVITY (WORK) SCHEDULE

A. Field Investigation and Study Items

Activity (Work)															Remarks	
	1	2	3	4	5	6	7	8	9	10	11	12		n		

B. Completion and Submission of Reports

S. No.	Reports	Date
1	Inception Report	As per TOR
2	Interim Report	" "
3	Draft Report	" "
4	Final Report	" "

Note: Each Report at different phases shall bear the signature(s) of the key professionals stating their involvement in the job.



Section 4. Financial Proposal - Standard Forms

- 4A. Financial Proposal submission form
- 4B. Summary of costs
- 4C. **Breakdown of price per activity (NOT APPLICABLE)**
- 4D. Breakdown of remuneration per activity
- 4E. Reimbursable per activity
- 4F. **Miscellaneous expenses (NOT APPLICABLE)**



4A. FINANCIAL PROPOSAL SUBMISSION FORM

Date: 2073/ /

To:
The Secretary
Water and Energy Commission Secretariat
Singha Durbar, Kathmandu

Dear Sir/Madam,

We, the undersigned, offer to provide the consulting services for Study on Preparation of Hydrological Manual for Infrastructure in accordance with your Request for Proposal dated / /2073 and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of [NRs. *Amount in words and figures*]. This amount is inclusive of the local taxes except Value Added Tax (VAT), which we have estimated at [NRs. *Amount(s) in words and figures*].

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., / /2073.

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

S. N.	Items	Amount (NRs.)	
		In Figures	In words
1)	Man Power Cost for Office Work and Field Work		
2)	Office running expenses, Vehicle and Equipment Hire charge, Report preparation , Data purchase & all other Miscellaneous costs		
3)	Workshop/Training		
Total cost exclusive of Value added Tax (VAT)			
VAT @ 13 %			
Total cost inclusive of VAT			

Name of the Consulting Firm:

Authorized Signature:

Seal of the Consulting Firm:



4C. BREAKDOWN OF REMUNERATION PER ACTIVITY

1.0 Manpower Cost for Office Work and Field Work

S. N.	Job Title	Office work (A)				Field Work (B)				Total cost NRs. (A)+(B)
		No.	MM/person	Unit Rate/MM	Cost (NRs.)	No.	MM/person	Unit Rate/MM including Field allowance	Cost (NRs.)	
1	Team Leader(Water Resource Expert)	1	10			1	2			
2	Senior Hydrologist	1	6			1	2			
3	Hydrologist	1	10			1	2			
4	Hydropower Engineer	1	5			1	1			
5	Irrigation and Drainage Engineer	1	5			1	1			
6	Sediment Management Expert	1	1			1	1			
7	Water Supply and Sanitation Engineer	1	5			1	1			
8	Bridge Design Expert	1	5			1	1			
9	Flood Control Expert	1	5			1	1			
10	Computer operator	1	12							
11	Supporting Staff	4	12							
	Total									

4D. REIMBURSABLES PER ACTIVITY

2. Office work, Vehicle & Equipment charge and Report preparation

S. N.	Description of Work	Unit	Quantity	Rate (NRs.)	Total Cost (NRs.)	
					In Figures	In words
1	Office running cost including stationary, photocopy, communication etc.	Month	12			
2	Office space utilization with electricity and drinking water	Month	12			
3	Vehicle hiring including fuel, driver and maintenance (for field visits)	Month	2			
4	Report Production					
i	Inception Report	Copies	5			
ii	Interim Report	Copies	5			
iii	Draft Report	Copies	7			
iv	Final Report	Copies	10			
5	Hydro Met Data & other data/map purchase cost	LS				
6	Photographs printing and development	LS				
7	Computer CDs, DVDs, Pendrive etc.	LS				
	Total					

3. Workshop/Training

S. N.	Description of Work	Unit	Quantity	Rate (NRs.)	Total Cost (NRs.)	
					In Figures	In words
i	<i>Three half day workshop to present and discuss the inception, Interim & Draft report, 25 participants</i>					
	a) working lunch	per	3x25			
	b) transportation	per	3x25			
	c) stationeries	per	3x25			
	d) Hall rent with projector	per	3.0			
	e) Management support	per	3.0			
	Total					



Terms of Reference (TOR)

For

**“Preparation of Hydrological Manual for
Infrastructure”**

**Water and Energy Commission Secretariat
Singha Durbar**

Terms of Reference for “Preparation of Hydrological Manual for Infrastructure”

1. Background

In absence of a national design standards for computing and adopting hydrological design parameters in various infrastructure in Nepal, it has been felt that many of the works constructed on the rivers are either unsafe or uneconomical, Apart from this, hydrology, being a stochastic science, is always a subject of debate with regard to methodology, risk factor, dependability, etc. used in determining a magnitude of the design parameter. In such situation, the Water and Energy Commission Secretariat (WECS) intends to prepare a Hydrological Manual for Infrastructure, which will be useful to maintain consistency in hydrological data acquisition, analysis and design across various agencies that are responsible for developing and maintaining different civil structures on or along the rivers in Nepal, and at the same time, to strike a balance between structural safety and economy following an internationally accepted prudent engineering practice. Apart from the above, the Manual is also expected to prescribe guidelines for assessing water requirements in different uses of water and for assessing availability of surface water in connection with planning and design of water projects.

In this context, WECS is seeking services from a consulting firm or a joint venture of consulting firms (the Consultant) to prepare the above stated Hydrological Manual for Infrastructure. The Terms of Reference (ToR) under which the Consultant will have to render services in order to prepare the manual is subsequently described below.

2. Objective of the Study

The objective of the study is to prepare a Hydrological Manual for Infrastructure, which will be used by different agencies and practicing engineers & hydrologists in Nepal as standard guidelines in - (i) planning, design and maintenance of various works that will be or have been constructed on or along the rivers; (ii) assessing water requirements in different uses; and (iii) assessing water resource availability in connection with the planning and design of water projects.

3. Scope of the Study

The scope of the study includes the followings:

1. Review of present state of availability of hydrological and meteorological data and their lengths of records, quality and consistency;
2. Review of present practice of hydrological analyses in planning and design of various structures in connection with the development of infrastructure *viz.* hydropower, irrigation, drainage, flood control, water supply and sanitation and several other uses of water; such work shall also include the analysis practices in assessing water availability and water requirements in different sub-sectors of water sector such as hydropower, irrigation, water supply, environmental flow, etc.
3. Review of hydrological analysis and design practices being followed in different countries in South Asia and elsewhere, both in connection with water resource assessment and estimation of extreme flood magnitudes;
4. Review of relevant parts of manuals being used by various sub sectoral agencies and assessment of their applicability and need for updating; and
5. Preparation of Hydrological Manual for Infrastructure having components for water requirements, water resource/availability assessment and estimation of design flood magnitudes for several infrastructure development cases which shall include hydropower structures including storage dams, bridges and other cross-drainage structures in roads, railways, including longitudinal drainage, and cross-drainage structures, irrigation and

drainage structures, including cross-drainage structures, river training works, water supply and sanitary works, inland navigation structures, recreation water works, environmental flow considerations, and other appropriate hydraulic structures.

4. Study Approach



4.1 Review work

Under the above stated Scope of Work, the Consultant shall carry out review of availability, quality and consistency of hydrological and climatological data in Nepal. The Consultant shall make an assessment of adequacy/density of precipitation, discharge and other climatological and hydrological parameter measurement stations. The Consultant shall also make a general assessment of quality and consistencies of the available data and upkeep of such measurement stations.

The Consultant shall make a thorough review of present practices of hydrological analyses being followed by different sub-sectoral agencies of the water sector and other infrastructural sectors like road, railway, telecommunication, etc. in estimating water requirements, assessing water resources and estimating design floods, as applicable. Such review work shall include the practices being followed by consulting engineers, private sector and local bodies within Nepal. Some of the agencies have also been using their own guidelines and manuals, which cover hydrological aspects of the planning and design of infrastructure, besides internationally used guidelines and text books. The Consultant shall make every effort to make assessments of adequacy and efficacy of those documents and the current hydrological practices in terms of physical impacts on the field. The impacts could be in the form of irrigation coverage attributable to water requirement estimation *viz.* water availability assessment, safety/adequacy or (un)economical and (over)design of waterways in weir/barrage, road bridges, over safe or frequently breached river training works, etc.

The Consultant shall make a review of guidelines and manuals and practices being followed in connection with hydrological analysis in relevant South Asian countries and beyond as far as it is practicable and relevant. While doing so, the Consultant shall make a comparative assessment with that being followed in Nepal.

4.2 Stakeholder Consultation

Various government and other public sector entities at the center and local level involved in infrastructure development, academic institutions, consulting engineers, etc. are the mainly identified stakeholders in connection with the hydrological manual preparation work. They need to be thoroughly consulted at various stages of the manual preparation project. Besides, formal consultations through different workshops about which it is mentioned subsequently below, the Consultant shall remain in touch with the relevant expert representatives of these entities and institutions throughout the project period and constantly engage with them to take benefits from their direct field experience and years of observation and experience.

Apart from the above, a Monitoring and Consultative Committee (MCC) will be constituted at WECS, which will have a total of nine members representing various stakeholder agencies under the chairmanship of Joint Secretary, WECS. The MCC will meet maximum 10 times during the study project period. The timings of the meetings will be decided in consultation with the Consultant based on the work progress and report submissions; a tentative schedule of these meetings is expected from the Consultant right in its technical proposal though. The Consultant shall make a presentation in every MCC meeting and the discussion and decisions made in it will be recorded in minutes.



The Consultant shall organize three half-day consultative workshops – after the submission of (i) Inception Report, (ii) Interim Report, and (iii) Draft Final Report. Each workshop will have a maximum of 25 participants, apart from those participating from the Consultant. The Consultant shall make the copies of discussions materials available one week in advance to the WECS so that they can be timely distributed among the participants.

4.3 Fieldwork

In course of review work or taking stock of the situation, the Consultant shall carry out fieldwork in order to make direct observations on adequacy/efficacy/deficiency of the present hydrological analysis and related literatures used by four (sub) sectors – (i) road, (ii) irrigation, (iii) flood control, and (iv) water supply. The Consultant shall take up at least two successful and effective cases and two failure cases from each of the (sub) sectors for the field study. The case studies need to cover diverse geographical regions of the country.

4.4 Formulation of Hydrological Manual

On the basis of the outcomes of the review works, stakeholder consultation and field works, the Consultant shall formulate the hydrological manual for infrastructure having components for water requirements, water resource/availability assessment and estimation of design flood magnitudes for several infrastructure development cases, which shall include, but not limited to:

- i. Hydropower structures including storage dams,
- ii. Bridges and other cross-drainage structures in roads, railways, including longitudinal drainage, and cross-drainage structures,
- iii. Irrigation and drainage structures, including cross-drainage structures,
- iv. River training works,
- v. Water supply and sanitary works,
- vi. Inland navigation structures,
- vii. Recreation water works,
- viii. Environmental flow considerations, and
- ix. Other appropriate hydraulic structures.

4.5 Management of the study

Management of the study is an essential part for execution of the assigned task. In this regard, the Consultant shall work in close coordination with the project management unit at WECS. A Project Coordinator from WECS will work in close coordination with the Consultants for day to day execution and monitoring of the study. All the correspondences and coordination with WECS from the Consultant side shall be the responsibility of the team leader. Any office space and office set up is the responsibility of the Consultant. All the cost incurred for office setup and logistics shall be borne by the Consultant.

5. Output of the Study

The output of this study shall be in the form of reports with compiled data, analysis and result in hard copy as well as in the digital form.

The consultant shall submit the following reports in given timeframe.

- a) **Inception Report:** As soon as the study starts, the Consultant shall prepare an Inception Report. Based on discussions with WECS, the Consultant shall review and verify the content of the tasks required. Specifically, the Consultant shall review the existing/available information, and prepare plans for the field studies. The Consultant shall elaborate: (i) conceptual framework of the study, (ii) methodology, (iii) main



tasks, (iv) work and staffing plans, and (v) reporting program. The Consultant shall submit 5 (Five) hard copies and 1 (one) soft copy of the Inception Report within one month from the date of the agreement. The Consultant shall make a presentation on the Inception report during the half-day consultation workshop. WECS will provide comments and suggestions on the Inception Report within 15 (fifteen) working days from the date of its submission. Thereafter, the Consultant shall again submit final Inception Report after incorporating all the comments.

b) Interim Report: The Consultant shall submit 5 (five) hard copies and 1 (one) soft copy of the Interim Report within six months after submission of the Inception Report. Most of the stakeholder consultation and field studies shall be completed by this reporting period. The Consultant shall summarize the updated progress of the study; submit major findings of stakeholder consultation and preliminary analysis of hydrological methods used in infrastructure.

The Consultant shall make a presentation on the Interim report and discuss during the half-day consultation workshop. WECS will provide comments and suggestions on the Interim Report within 15 (fifteen) working days from the date of its submission. Thereafter, the Consultant shall again submit the Interim Report after incorporating all the comments.

c) Draft Report: The Consultant shall submit 7 (seven) hard copies and 1 (one) soft copy of the Draft Report at least three months before the end date of the contract. The Draft Report shall present the complete analysis and findings of the study, which includes the formulation of hydrological manual for infrastructures as discussed in section 4.4.

d) Final Report: The Consultant shall incorporate all the comments and suggestions provided by WECS on the Draft Report and submit 10 (ten) hard copies and 2 (two) soft copies of the Final Report.

The Draft/Final Report shall constitute two parts – one consisting of the review and analysis and other the Manual proper. The number of volumes and formats of the reports will be decided by WECS and the Consultant on mutual consultation.

6. Workshop and Meetings

The Consultant shall organize three half-day workshops each attended by 25 participants in Kathmandu to present and discuss the Inception report, Interim report and Draft report. All the costs involved in carrying out these workshops/ meetings will be borne by the Consultant.

7. Staffing requirements

The followings are the requirements of experts for the study. However, the Consultant may include additional experts during the project period without any additional expenses on the agreed amount.

<u>Descriptions</u>	<u>Required Number</u>	<u>Total Man-month</u>
1. Team Leader(Water resources expert)	1	12
2. Senior hydrologist	1	8
3. Hydrologist	1	12
4. Hydropower engineer	1	6
5. Irrigation and drainage engineer	1	6
6. Sediment management expert	1	2
7. Water supply and sanitation engineer	1	6
8. Bridge design expert	1	6
9. Flood control expert	1	6
10. Computer operator	1	12
11. Support Staff	4	12

The responsibility of the experts are, but not limited to, the following:

1. Team Leader (Water Resources Expert)

The team leader shall have substantial experience in water resources projects. S/he shall have at least a Master's degree in Civil Engineering with specialization in Water Resources Engineering/ Development. S/he shall have a minimum 20 years of experience in the respective field with adequate training in the area of hydrology. S/he shall be responsible to:

- Take full responsibility of the study project, provide overall direction to the team, and coordinate among various experts and also the stakeholder agencies.
- Carry out extensive consultations with the key stakeholders and obtain suggestions and concurrence on the contents of the study.
- Ensure timely delivery and quality control of the outputs required as per the Scope of Work.

2. Senior Hydrologist

The Senior Hydrologist shall have minimum Master's degree in Civil Engineering with specialization in Hydrology or Water Resource Engineering. S/he will have a minimum of 15 years' experience in hydrological analysis in different infrastructure projects. S/he shall be responsible to:

- Work closely with other team members and assist the team leader by carrying out field studies, analysis and designs for specific types of hydrology related problems in different infrastructure projects.
- Assist the team leader to carry out all studies and analysis in implementing the hydrologic standards.
- Recommend suitable designs for various situations based on the study of success/failure cases including previous modeling investigations.
- Recommend suitable designs for various situations based on the study of success/failure cases including previous modeling investigations.
- Provide procedural guidelines to make assessment of water availability and requirement and to work out design flood magnitudes in different water works.

3. Hydrologist

The Hydrologist shall have minimum Master's degree in Civil Engineering with specialization in Hydrology or Water Resource Engineering. S/he will have a minimum of 10 years' experience in hydrological analysis in different infrastructure projects. S/he shall be responsible to:

- Work closely with other team members and assist the senior hydrologist and team leader to carry out field studies, analysis and designs for specific types of hydrology related problems in different infrastructure projects.
- Assist the Senior Hydrologist to carry out all studies and analysis in implementing the hydrologic standards.
- Recommend suitable designs for various situations based on the study of success/failure cases including previous modeling investigations.
- Assist the Senior Hydrologist Engineer in synthesizing the inputs provided by different experts in the team and in ensuring timely delivery of all outputs and preparation of reports.
- Provide procedural guidelines to make assessment of water availability and requirement and to work out design flood magnitudes in different water works.

4. Hydropower Engineer

The Hydropower Engineer shall have at least a Master's degree in Civil Engineering with specialization in Hydropower Engineering/Development. S/he shall have a minimum 10 years of experience in different phases of survey, design, construction and operation of hydropower projects. S/he shall be responsible to:

- Work closely with other team members and assist the team leader and hydrologists to carry out field studies, analysis and designs for specific types of hydrology related problems in run-of-river/storage type hydropower projects.
- Recommend suitable design parameters pertaining to hydrology in hydropower projects.
- Assist the Team Leader in synthesizing the inputs provided by different experts in the team and in ensuring timely delivery of all outputs and preparation of reports.

5. Irrigation and drainage Engineer

The Irrigation Engineer shall have minimum Master's degree in Civil Engineering with specialization in Irrigation or Water Resource Engineering. S/he will have a minimum of 10 years' experience in hydrological analysis in different irrigation related infrastructure projects. S/he shall be responsible to:

- Work closely with other team members and assist the team leader to carry out field studies, analysis and designs for specific types of hydrology related problems in different irrigation and drainage projects.
- Assist the team leader to carry out all studies and analysis in implementing the hydrologic standards in design of irrigation and drainage structures.
- Recommend appropriate design parameters pertaining to hydrology in irrigation and drainage project including diversion and cross-drainage structures.
- Assist the Team Leader in synthesizing the inputs provided by different experts in the team and in ensuring timely delivery of all outputs and preparation of reports.

6. Sediment Management Expert

The Sediment Management Expert shall have minimum Master's degree in Civil Engineering with specialization in sediment transport and management or Water Resources Engineering. S/he will have a minimum of 10 years' experience in sediment related works. S/he shall be responsible to:

- Work closely with other team members and assist the team leader to carry out field studies, analysis and designs for specific types of hydrology related problems in different infrastructure projects from the viewpoint of sediment management.
- Assist the team leader to carry out all studies and analysis in implementing the hydrologic standards.
- Recommend suitable designs for various situations based on the study of success/failure cases including previous design/modeling investigations.
- Assist the team leader in ensuring timely delivery of all outputs and preparation of reports.

7. Water supply and sanitation Engineer

The Water supply and Drainage Engineer shall have minimum Master's degree in Civil Engineering with specialization in water supply/drainage or Water Resource Engineering. S/he will have a minimum of 10 years' experience in water supply/drainage related infrastructure projects. S/he shall be responsible to:

- Work closely with other team members and assist the team leader to carry out field studies, analysis and designs for specific types of hydrology related problems in different water supply and drainage related projects.
- Assist the team leader to carry out all studies and analysis in implementing the hydrologic standards.
- Recommend suitable design parameters pertaining to hydrology in water supply and sewerage projects including treatment works.
- Assist the team leader in synthesizing the inputs provided by different experts in the team and in ensuring timely delivery of all outputs and preparation of reports.

8. Bridge design Engineer

The Bridge design Engineer shall have minimum Master's degree in Civil Engineering with specialization in Structural/Transportation/Infrastructure development Engineering. S/he will have a minimum of 10 years' experience in bridge design in different infrastructure projects. S/he shall be responsible to:

- Work closely with other team members and assist the team leader to carry out field studies, analysis and designs for specific types of hydrology related problems during bridge design in different infrastructure projects.
- Assist the team leader to carry out all studies and analysis in implementing the hydrologic standards.
- Recommend suitable design parameters pertaining to longitudinal and cross drainage of transport infrastructure such as roads and railways.
- Assist the team leader in synthesizing the inputs provided by different experts in the team and in ensuring timely delivery of all outputs and preparation of reports.

9. Flood Control Expert

The Flood Control Expert shall have minimum Master's degree in Civil Engineering with specialization in Hydrology or Water Resource Engineering. S/he will have a minimum of 10 years' experience in flood control/river training works in different infrastructure projects. S/he shall be responsible to:

- Work closely with other team members and assist the team leader to carry out field studies, analysis and designs for specific types of hydrology related problems in controlling flood in different infrastructure projects.
- Assist the team leader to carry out all studies and analysis in implementing the hydrologic standards.
- Recommend suitable design parameters pertaining to flood control and river management projects.

- Assist the team leader in synthesizing the inputs provided by different experts in the team and in ensuring timely delivery of all outputs and preparation of reports.

8. Payment Mode

The payment schedule will be as mentioned in the table below.

S. N.	Payments	Payment % of total contract amount	Preconditions for payment
1	First Installment	20	Submission and Approval of Inception Report
2	Second Installment	25	Submission and Approval of Interim Report
3	Third Installment	30	Submission and Approval of Draft Report
4	Fourth and Final Installment	25	Submission and Approval of the Final Report

9. Work Schedule

The Consultant shall complete the entire study project within a period of 12 months from the date of signing the agreement with WECS. It is the responsibility of the Consultant to plan in detail the work schedule and expert person-months schedule to complete the assigned work within the assigned time frame.



STANDARD FORM OF CONTRACT



Contract for Consultant

RFP No. : Job No 01/WECS/ 2073-74

Consultants' Services Lump sum Assignments

Title of Consulting Services: ***Preparation of Hydrological Manual for Infrastructure***

Project Name: ***Preparation of Hydrological Manual for Infrastructure***

Office Name: Government of Nepal
Water and Energy Commission Secretariat

Office Address: Singha Durbar, Kathmandu

Source of Funding: Government of Nepal

Budget Head: 3081014



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CONTRACT FOR CONSULTANT SERVICES

For

Preparation of Hydrological Manual for Infrastructure

BETWEEN

*Water and Energy Commission Secretariat
Singha Durbar, Kathmandu*

AND

.....

(Consulting Firm)

2016

Kathmandu, NEPAL



I. Form of Contract

This CONTRACT (hereinafter called the “Contract”) is made the day of the month of2016, between, on the one hand, **Water and Energy Commission Secretariat, Singha Durbar, Kathmandu**(hereinafter called the “Client”) and, on the other hand,(hereinafter called the “Consultants”).

WHEREAS

- (a) the Client has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the “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
 - Appendix D: Duties of the Client
 - Appendix E: Contract Cost in Local Currency
 - Appendix F: Form of Guarantee for Advance Payments (Not Used)
 - Appendix G: 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 **Water and Energy Commission Secretariat (WECS), Singha Durbar**

[Authorized Representative]

Name:

Designation:

Seal:

For and on behalf of

[Authorized Representative]

Name:

Designation: **Authorized Representative**

Seal:

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:

- a. “Applicable Law” means the laws and any other instruments having the force of law in Nepal, as they may be issued and in force from time to time;
- b. “Government” means Government of Nepal.
- c. “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- d. “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 2.1;
- e. “GCC” means these General Conditions of Contract;
- f. “Donor” means the organization offering loan, credit or grant to GoN
- g. “Local Currency” means the currency of the Government;
- h. “Member,” in case the Consultants consist of a joint venture of more than one entity, means any of these entities; and “Members” means all these entities;
- i. “Party” means the Client or the Consultants, as the case may be, and “Parties” means both of them;
- j. “Personnel” means persons hired by the Consultants or by any 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);
- k. “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- l. “Services” means the work to be performed by the Consultants pursuant to this Contract, as described in Appendix A hereto;
- m. “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;
- n. “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**
- 1.6.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SCC.
- 1.6.2 Notice will be deemed to be effective as specified in the SCC.
- 1.6.3 A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the SCC with respect to Clause GCC 1.6.2.
- 1.7 Location** The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in Nepal or elsewhere, as the Client may approve.
- 1.8 Authority of Member in Charge** In case the Consultants consist of a joint venture of more than one entity, the Members hereby authorize the entity specified in the SCC to act on their behalf in exercising all the Consultants' rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
- 1.9 Authorized Representatives** Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants may be taken or executed by the officials specified in the SCC.
- 1.10 Taxes and Duties** Unless otherwise specified in the SCC, the Consultants, 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 thirty (30) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
- 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 2.8 hereof, this Contract shall terminate at the end of such time period after the Effective Date as shall be specified in the SCC.
- 2.5 Variation** Variation of the terms and conditions of this Contract, including any variation of the scope of the Services, may only be made by written agreement between the Parties however, each Party shall give due consideration to any proposals for variation made by the other Party.
- 2.6 Force Majeure**
- 2.6.1 Definition**
- a) For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
 - b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s 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.
 - c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
- 2.6.2 No Breach of Contract** The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure,

provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.6.3 Measures to be Taken

- a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.
- b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fifteen (15) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.6.4 Extension of Time (EoT)

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

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.

2.6.5 Consultation

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

2.7 Suspension

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

2.8 Termination

2.8.1 By the Client

The Client may, by not less than thirty (30) days' written notice of termination to the Consultants. (except in the event listed in paragraph (f) below, for which there shall be a written notice of not

less than sixty (60) days), such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (g) of this Clause GCC 2.8.1, terminate this Contract:

- a) if the Consultants fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.7 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.

2.8.2 By the Consultants

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

- a) if the Client fails to pay any money due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause GCC 8 hereof within forty-five (45) days after



receiving written notice from the Consultants that such payment is overdue;

- b) if the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach;
- c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- d) if the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 8 hereof.

2.8.3 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clauses GCC 2.2 or GCC 2.8 hereof, or upon expiration of this Contract pursuant to Clause GCC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 3.3 hereof, (iii) the Consultants' obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 3.6(ii) hereof, and (iv) any right which a Party may have under the Applicable Law.

2.8.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 2.8.1 or GCC 2.8.2 hereof, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants and equipment and materials furnished by the Client, the Consultants shall proceed as provided, respectively, by Clauses GCC 3.9 or GCC 3.10 hereof.

2.8.5 Payment upon Termination

Upon termination of this Contract pursuant to Clauses GCC 2.8.1 or GCC 2.8.2 hereof, the Client shall make the following payments to the Consultants:

- a. remuneration pursuant to Clause GCC 6 hereof for Services satisfactorily performed prior to the effective date of termination;
- b. reimbursable expenditures pursuant to Clause GCC 6 hereof for expenditures actually incurred prior to the effective date of termination; and
- c. except in the case of termination pursuant to paragraphs (a) through (d) of Clause GCC 2.8.1 hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract including the cost of the return travel of the Personnel and their eligible dependents.

2.8.6 Disputes about If either Party disputes whether an event specified in paragraphs (a)

Events of Termination through (e) of Clause GCC 2.8.1 or in Clause GCC 2.8.2 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 Interests

3.2.1 Consultants Not to Benefit from Commissions, Discounts, etc. The remuneration of the Consultants pursuant to Clause GC 6 hereof shall constitute the Consultants' sole remuneration in connection with this Contract or the Services and, subject to Clause GCC 3.2.2 hereof, the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the Consultants shall use their best efforts to ensure that any 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 or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.
- 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 coverages, as shall be specified in the SCC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.
- 3.6 Accounting, Inspection and Auditing** The Consultants (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof (including such bases as may be specifically referred to in the SCC), and (ii) shall permit the Client or its designated representative periodically, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client and, where applicable
- 3.7 Consultants' Actions Requiring Client's Prior** 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;

Approval

- 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-Consultant

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. 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 .

4.4 Removal and/or Replacement of Personnel

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

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

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

5. Obligations of the Client

5.1 Access to Site

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

5.2 Change in the Applicable Law

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

5.3 Services, Facilities and Property of the Client

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

5.4 Payment

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

6. Payments to The Consultants

6.1 Cost Estimates; Ceiling Amount

- a) An estimate of the cost of the Services payable in local currency is set forth in Appendix E.
- b) Except as may be otherwise agreed under Clause GCC 2.6 and subject to Clause GCC 6.1(c), payments under this Contract shall not exceed the ceilings in local currency specified in the SCC. The Consultants shall notify the Client as soon as cumulative charges incurred for the Services have reached 80% of either of these ceilings.
- c) Notwithstanding Clause GCC 6.1(b) hereof, if pursuant to any of the Clauses GCC 5.3 or 5.4 hereof, the Parties shall agree that additional payments in local and/or foreign currency, as the case may be, shall be made to the Consultants in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GCC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GCC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 Remuneration and Reimbursable Expenditures

- a) Remuneration for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services after the date determined in accordance with Clause GCC 2.3 and Clause SCC 2.3 (or such other date as the Parties shall agree in writing) (including time for necessary travel via the most direct route) at the rates referred to, and subject to such additional provisions as are set forth, in the SCC.
- b) Reimbursable expenditures actually and reasonably incurred by the Consultants in the performance of the Services, as specified in Clause SCC 6.3.

6.3 Currency of Payment

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

6.4 Mode of Billing and Payment

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

- a. The Client shall cause to be paid to the Consultants an advance payment as specified in the SC, and as otherwise set forth below. The advance payment will be due after provision by the Consultants to the Client of a bank guarantee by a bank acceptable to the Client in an amount specified in the SCC, such bank guarantee (i) to remain effective additional one month after the advance payment has been fully set off as provided in the SCC, and (ii) to be in the form set forth in Appendix I hereto or in such other form as the Client shall have approved in writing.
- b. As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services or on completion of the task on which the payment is based, the Consultants shall submit to the Client, in duplicate, itemized statements, accompanied by copies of receipted invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to Clauses GCC 6.3 and 6.4 for such month or completed task. The invoice format shall be as agreed between the client and the Consultants.
- c. The Client shall cause the payment of the Consultants' monthly statements less retention money 5% within *thirty (30)* days after the receipt by the Client of such statements with supporting documents. Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized 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 account of the Consultant specified in the SCC.

6.5 Retention

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

6.6 Liquidated Damages

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

7. Fairness and Good Faith

7.1 Good Faith

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

7.2 Operation of the Contract

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

8. Settlement of Disputes

8.1 Amicable Settlement

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

8.2 Dispute Settlement

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

8.3 Appointment of the Adjudicator

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

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

8.4 Procedures for Disputes

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

b. The Adjudicator shall be paid by the hour at the rate specified



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

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

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 :

- i. give or propose improper inducement directly or indirectly,
- ii. distortion or misrepresentation of facts
- iii. engaging or being involved in corrupt or fraudulent practice
- iv. Interference in participation of other prospective bidders.
- v. coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in

the procurement proceeding

- vi. collusive practice among Consultants before or after submission of proposals for distribution of works among Consultants or fixing artificial/uncompetitive proposal price with an intention to deprive the Client the benefit of open competitive proposal price.
- vii. contacting the Client with an intention to influence the Client with regards to the proposals or interference of any kind in examination and evaluation of the proposals during the period after opening of proposals up to the notification of award of contract

11. Blacklisting Consultant

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

- a) if it is proved that the bidder committed acts pursuant to the Information to Consultants GCC 10.2,
- b) if the Consultant fails to sign an agreement pursuant to Information to Consultants clause 7.3,
- c) if it is proved later that the Consultant has committed substantial defect in implementation of the contract or has not substantially fulfilled his obligations under the contract or the completed work is not of the specified quality as per the contract ,
- d) if convicted by a court of law in a criminal offence which disqualifies the bidder from participating in the contract.

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



III. SPECIAL CONDITIONS OF CONTRACT

Number of GCC Clause ¹	Amendments of, And Supplements To, Clauses In The General Conditions of Contract
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1.6.1 The addresses are :

Client: **Water and Energy Commission Secretariat**

Address: **Singha Durbar, Kathmandu**

Attention:

The Secretary, WECS

Singha Durbar, Kathmandu

Tel: 01-4211415/4211417/4211421

Fax: 01-4211425

Consultants:

Address:

Attention:

Cable address:

Telex:

Facsimile:

E-mail:

1.6.2 Notice will be deemed to be effective as follows: –

- (a) in the case of personal delivery or registered mail, on delivery;
- (b) in the case of telexes, *[written hours]* (*[numerical hours]*) hours following confirmed transmission;
- (c) in the case of telegrams, *[written hours]* (*[numerical hours]*) hours following confirmed transmission; and
- (d) in the case of facsimiles, *[written hours]* (*[numerical hours]*) hours following confirmed transmission.
- (e) in case of E-mail, *[written hours]* (*[numerical hours]*) hours following confirmed transmission.

1.8 Procedure The Member in Charge is *[name of member]*. –

Note: If the Consultants consist of a joint venture of more than one entity, the name of the entity whose address is specified in Clause SCC 1.6.1 should be inserted here. If the Consultants consist only of one entity, this Clause SCC 1.8 should be deleted from the SCC.]

¹ Clauses in brackets are optional; all notes should be deleted in final text.



1.9 The Authorized Representatives are:

For the Client:

.....,

1.10 For the Consultants:

In accordance with the prevailing Acts, regulations and the established policy in the Government of Nepal, the Consultants must pay all the taxes, duties, fees and other impositions as may be levied while carrying out their services as mentioned in the Terms of Reference (TOR). For this, no any reimbursement shall be claimed to the client.

2.1

This contract shall come into effect from the date of signing

2.2

The time period shall be **Thirty (30) days**.

2.3

The date for the commencement of services is the date on which this Contract shall come into effect as per GCC clause 2.1

2.4

The time period shall be **12** months.

3.2.3(b)

Not Applicable

3.4

Limitation of the Consultants' Liability towards the Client

(a) Except in case of gross negligence or willful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Client's property, shall not be liable to the Client:

- (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

Not Applicable



3.7(c) *Not Applicable*

3.9 “The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.”

6.1(b) The ceiling in local currency is: NRs.including VAT

6.2(a) Not Applicable

6.4(a) Not Applicable

6.4(b) Not Applicable

6.4(c) *Not Applicable*

6.4 (d) Payments shall be made according to the following schedule:

- Twenty (20) percent of the contract amount shall be paid upon submission and approval of two (2) hard copies of **Inception Report** with a soft copy in editable file(s) saved in CD . The Inception Report shall be submitted within one month from the effectiveness of the Contract.
- Twenty-five (25) percent of the contract amount shall be paid upon submission and approval of five (5) hard copies of **Interim Report** with a soft copy in editable file(s) saved in CD. The Interim Report shall be submitted within six months after submission of the Inception Report.
- Thirty (30) percent of the contract amount shall be paid upon submission and approval of seven (7) hard copies of **Draft Report** with a soft copy in editable file(s) saved in CD. The Draft Report shall be submitted at least three months before the end date of the contract.
- Twenty-five (25) percent of the contract amount shall be paid upon submission and approval of ten (10) hard copies of **Final Report** and electronic version in editable file(s) DVD/Pen Drive. The Final Report shall be submitted by incorporating all the comments and suggestions provided by WECS on the Draft Report

Payment shall be made within forty-five (45) days of receipt of the invoice and the relevant documents specified in Clause 6.4, and within sixty (60) days in the case of final payment.

6.4(e) The account is: Details will be provided by the Consultant within days from the effective date of the Contract.

6.5 a) Retention: 5% of the invoice amount

6.6 Liquidated Damages : at the rate of 0.05 % of contract price per day to a maximum of 10% of the sum stated in the Agreement



8.3 Appointing Authority: *Nepal Arbitration Council, NEPCA*

Appointment of the Adjudicator

8.4(b) The Adjudicator's rate is: as per NEPCA

8.4 (c) Disputes shall be settled by arbitration in accordance with the following provisions:

1. Selection of Arbitrators.

Each dispute submitted by a Party to arbitration shall be heard by an arbitration panel composed of three arbitrators. The Client and the Consultants shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by *Nepal Arbitration Council (NEPCA) and the arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of NEPCA.*

2. Substitute Arbitrators. If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.

3. Miscellaneous. In any arbitration proceeding hereunder:

(a) proceedings shall, unless otherwise agreed by the Parties, be held in Kathmandu;

(b) the English language shall be the official language for all purposes; and

(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

IV. APPENDICES

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

As per Attached TOR

Appendix B—Reporting Requirements

As mentioned in ToR

Appendix C—Key Personnel and Sub-Consultants

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

Appendix D—Duties of the Client

*Services, facilities and property to be made available to the Consultants by the Client.
as mentioned in 1.4 of data sheet and finalized during contract negotiation*

Appendix E—Cost Estimates in Local Currency -

As per Contract Negotiation based on Financial Proposal of Consultant

Appendix F— Form of Guarantee for Advance Payments :

(Not Used)

Appendix G— Minutes of Negotiations Meetings :

As requirement