

REQUEST FOR PROPOSAL (RFP) DOCUMENT



Procurement of Consulting Services: Preparation of River Training Manual for Nepal

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

March 2017



REQUEST FOR PROPOSALS (RFP)

RFP No. : Job No. **2073/74-1**

Title of Consulting Services: *Preparation of River Training Manual for Nepal*

Project Name: *Preparation of River Training Manual for Nepal*

Office Name: Government of Nepal
Water and Energy Commission Secretariat

Office Address: Singha Durbar, Kathmandu

Source of Funding: Government of Nepal

Budget Head: 3081014

March, 2017

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Section 1: Letter of Invitation



Date: 10.3.2017
(2073/ 11 /27)

To,
M/S.....

Dear Sir,

Re: Request for Proposal for the Consulting Services for Preparation of River Training Manual for Nepal

1. Government of Nepal (GON) has allocated a fund towards the cost of Preparation of River Training Manual for Nepal 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 Preparation of River Training Manual for Nepal. 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 Hydro-Consult Engineering Ltd., Hydro Lab Pvt. Ltd. and RECHAM Consult (Pvt.) Ltd.
 - (ii) JV of Project Engineering Consultancy & Research Pvt. Ltd. (PRECAR) and SAP Water and Energy Developer's (P) Ltd. (SAP)
 - (iii) JV of Total Management Services Pvt. Ltd. (TMS), RITI Consultancy (P) Ltd. (RITI) and Subashi Engineering and Management Consultant (SEMCON)
 - (iv) JV of ERM (P.) Ltd. and DK Consult (P.) Ltd.
 - (v) JV of Full Bright Consultancy (Pvt.) Ltd. and Natures Conservation Pvt. Ltd.
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, have the experience indicated in the Data Sheet, preferably working under conditions similar to those prevailing in Nepal.



- v. Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
- vi. Reports to be issued by the Consultants as part of this assignment must be in the language(s) as specified in the Data Sheet.

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

- i. A brief description of the Consultant's organization and an outline of recent experience on assignments (Section 3B): of a similar nature. For each assignment, the outline should indicate, inter alia, the client, location and duration of the assignment, contract amount, and Consultant's involvement.
- ii. Any comments or suggestions on the Terms of Reference 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:
 - a. give or propose improper inducement directly or indirectly,
 - b. distortion or misrepresentation of facts
 - c. engaging or being involved in corrupt or fraudulent practice
 - d. interference in participation of other prospective bidders.
 - e. coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceedings,
 - f. collusive practice among Consultants before or after submission of proposals for distribution of works among Consultants or fixing artificial/uncompetitive proposal price with an intention to deprive the Client the benefit of open competitive proposal price.
 - g. contacting the Client with an intention to influence the Client with regards to the proposals or interference of any kind in examination and evaluation of the proposals during the period after opening of proposals up to the notification of award of contract

10. Blacklisting Consultant

- 10.1 Without prejudice to any other rights of the Employer under this Contract, the Public Procurement Monitoring Office may blacklist a Consultant for his conduct up to three years on the following grounds and seriousness of the act committed by the Consultant:
 - a) if it is proved that the bidder committed acts pursuant to the Information to Consultants clause 9.2,
 - b) if the bidder fails to sign an agreement pursuant to Information to Consultants clause 7.3,
 - c) if it is proved later that the bidder/contractor has committed substantial defect in implementation of the contract or has 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 River Training Manual for Nepal Objective: As Mentioned in the TOR Description: As Mentioned in the TOR
1.3	A pre-proposal conference will be held: Yes ___ (✓) No ___ () Date: 15th day from the first date of publication of notice for issuance of RFP Document Time: 11:00 A.M. Venue: Meeting hall of WECS The name(s), address(es), and telephone numbers of the Client's official(s) are: Name: Sukdev Chaudhary Address: Procurement Unit, Water and Energy Commission Secretariat, Singha Durbar Telephone No. : 4211423, 4211429, 4211415, 4211417, Fax- 4211425
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: Seven (7)

	<p>(iii) Available Budget for Fixed Budget Assignment : Not Applicable</p> <p>(iv) The minimum required experience of proposed professional staff is: as mentioned in the Clause Reference 5.3 of this data sheet.</p> <p>(v) Reports that are part of the assignment must be written in the following language(s): All the reports shall be in English</p>
3.4	<p>(i) Training is a specific component of this assignment: Yes <u> </u> No <u> √ </u></p> <p>(ii) Additional information in the Technical Proposal includes: As provided in the TOR</p>
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 original Financial Proposal
4.4	<p>The proposal submission address:</p> <p>Procurement Unit</p> <p>Water and Energy Commission Secretariat, Singha Durbar, Kathmandu</p> <p>Information on the outer envelope should also include : "Preparation of River Training Manual for Nepal"</p>
4.5	<p>Proposals must be submitted no later than 31st day from date of issuance of RFP before 12.00 noon (Nepal Standard Time – NST)</p> <p>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.</p>
5.1	<p>The address to send information to the Client is:</p> <p>Water and Energy Commission Secretariat, Singha Durbar, Kathmandu</p>



5.3

Evaluation Criteria for evaluating the Technical Proposals for "Preparation of River Training Manual for Nepal"**Marks allocated for evaluation of Technical proposal of Request for Proposal (RFP) documents:**

S.N.	Description	Marks
1	Specific work experience of the firm in the last five years	18
2	Adequacy of the proposed work plan and methodology in responding to the Terms of Reference	32
3	Competence of the key staff for the Assignment (Specific Experience of the key Professionals in relevant field)	50
Total Marks		100

Detail Evaluation Criteria for evaluation of Technical proposals are as follows:

S.N.	Description	Weightage	Marks
1	Specific Work experience of the firm in last seven Years -18 Marks		
A	Experience in study & research related works on preparation of Manual and Design Guidelines of Infrastructure Development (River Training, Disaster Management, Irrigation, Hydropower, Water Supply, Road, etc.) (Based on number of projects completed in the last seven years and Each task or project shall have the contract value of at least NRs. 1 million)		8
	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 planning and design of flood control and management related works (Based on number of projects completed in the last five years and Each task or project shall have the contract value of at least NRs.1 million)		10
	i. At least 1 task or project	70%	
	ii. 2 tasks or projects	90%	
	iii. More than 2 tasks or projects	100%	
Note:			
<ul style="list-style-type: none"> • 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 certificates showing the project size, value of service and date of completion of the assignment. 			
2	Adequacy of the proposed work plan and methodology in responding to the Terms of Reference -32 Marks		
A	Understanding of Objective of Study and Scope of Work		4
B	Comments and Suggestions on Terms of Reference and Data, Services & Facilities to be Provided by		4
C	Approach and Methodology		15
D	Detailed Work Plan		5
E	Man power Schedule, Team Composition and Task Assignment		4





	3	Competence of the key staff for the Assignment (Specific Experience of the key Professionals in relevant field) -50 Marks			
	A	Team leader (River Engineer)		12	
	B	Flood Control Experts - 2 numbers (8 Marks for each)		16	
	C	Sediment Management Expert		6	
	D	Hydrologist		6	
	E	Geologist		6	
	F	Disaster Management Expert		4	
	For 3A; the Team Leader (River Engineer), 12 Marks is divided into two categories (i-ii), each category having 6 marks. Further breakdown for each category is given below.				
	i	Experience in study & research related works on preparation of Manual and Design Guidelines of Infrastructure Development (River Training, Disaster Management, Irrigation, Hydropower, Water Supply, Road, etc.) - 6 Marks			
	a	At least 1 task or project		70%	
	b	2 tasks or projects		90%	
	c	More than 2 tasks or projects		100%	
	ii	Experience in planning, design and implementation of flood control and management related works - 6 Marks			
	a	At least 1 task or project		70%	
	b	2 tasks or projects		90%	
	c	More than 2 tasks or projects		100%	
	For 3B (Flood Control Experts) - 16 Marks (8 Marks for each expert)				
	i	Experience in at least two projects focusing on planning, design and implementation of flood control and management related works		70%	
	ii	Experience in three projects focusing on planning, design and implementation of flood control and management related works		90%	
	iii	Experience in four or more focusing on planning, design and implementation of flood control and management related works		100%	
	For 3C (Sediment Management Expert) - 6 Marks				
	i	Experience in at least two projects in the professional's respective field of expertise		70%	
	ii	Experience in one flood control and management related project in addition to the experience in 3C (i) of this table		90%	
	iii	Experience in more than one flood control and management related project in addition to the experience in 3C (i) of this table		100%	
	For 3D (Hydrologist) - 6 Marks				
	i	Experience in at least two projects in the professional's respective field of expertise		70%	
	ii	Experience in one flood control and management related project in addition to the experience in 3D (i) of this table		90%	
	iii	Experience in more than one flood control and management related project in addition to the experience in 3D (i) of this table		100%	
	For 3E (Geologist) - 6 Marks				
	i	Experience in at least two projects in the professional's respective field of expertise		70%	
	ii	Experience in one flood control and management related project in addition to the experience in 3E (i) of this table		90%	
	iii	Experience in more than one flood control and management related project in addition to the experience in 3E (i) of this table		100%	
For 3F (Disaster Management Expert) - 4 Marks					
i	Experience in at least two projects in the professional's respective field of expertise		70%		
ii	Experience in one flood control and management related project in addition to the experience in 3F (i) of this table		90%		
iii	Experience in more than one flood control and management related project in addition to the experience in 3F (i) of this table		100%		
<p>Note:</p> <ul style="list-style-type: none"> • Minimum years of experience and qualification for all the key professionals shall be as specified in ToR. If the proposed personnel fails to meet the conditions of minimum years of experience and qualification as specified in ToR, the respective personnel shall not be considered for evaluation. • Curriculum Vitae (CV) of the key professionals shall be submitted with signature in blue indelible ink of the 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 NEC Act, 2055 and Regulation, 2057. A notarized copy of the NEC registration certificate shall also 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. • Experience in ongoing/incomplete projects will not be taken for evaluation. • The key professionals involved in the ongoing projects (work in hand projects) of the Consultant will not be evaluated if his or her engagement schedule overlaps with that of this project. 					
			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	<p>The assignment is expected to commence from 2073/2/1</p>																																										
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="444 1104 1401 1493"> <thead> <tr> <th>S.N.</th> <th>Designation</th> <th>Required No.</th> <th>Office Work Man month (A)</th> <th>Field Work Man month (B)</th> <th>Total Man month (A+B)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Team leader (River Engineer)</td> <td>1</td> <td>5</td> <td>1</td> <td>6</td> </tr> <tr> <td>2</td> <td>Flood Control Experts</td> <td>2</td> <td>5</td> <td>1</td> <td>6*2=12</td> </tr> <tr> <td>3</td> <td>Sediment Management Expert</td> <td>1</td> <td>1.75</td> <td>0.75</td> <td>2.5</td> </tr> <tr> <td>4</td> <td>Hydrologist</td> <td>1</td> <td>1.75</td> <td>0.75</td> <td>2.5</td> </tr> <tr> <td>5</td> <td>Geologist</td> <td>1</td> <td>1.75</td> <td>0.75</td> <td>2.5</td> </tr> <tr> <td>6</td> <td>Disaster Management Expert</td> <td>1</td> <td>1</td> <td>---</td> <td>1.0</td> </tr> </tbody> </table>	S.N.	Designation	Required No.	Office Work Man month (A)	Field Work Man month (B)	Total Man month (A+B)	1	Team leader (River Engineer)	1	5	1	6	2	Flood Control Experts	2	5	1	6*2=12	3	Sediment Management Expert	1	1.75	0.75	2.5	4	Hydrologist	1	1.75	0.75	2.5	5	Geologist	1	1.75	0.75	2.5	6	Disaster Management Expert	1	1	---	1.0
S.N.	Designation	Required No.	Office Work Man month (A)	Field Work Man month (B)	Total Man month (A+B)																																						
1	Team leader (River Engineer)	1	5	1	6																																						
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3	Sediment Management Expert	1	1.75	0.75	2.5																																						
4	Hydrologist	1	1.75	0.75	2.5																																						
5	Geologist	1	1.75	0.75	2.5																																						
6	Disaster Management Expert	1	1	---	1.0																																						



Section 3. Technical Proposal - Standard Forms

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



ATECHNICAL 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 River Training Manual for Nepal** 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:



B. CONSULTANT'S REFERENCES

Relevant services carried out in the last **seven** 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 project name and details as outlined in Evaluation Criteria] Please follow the detail evaluation criteria for requirements 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: _____



G. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

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

Full-time Input: _____

Part-time Input: _____

Signature: _____
(Authorized representative)

Full Name: _____

Title: _____

Address: _____



I. 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 and Draft Manual	" "
4	Final Report and Final Manual	" "

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 Preparation of River Training Manual for Nepal 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 work, Vehicle and Equipment charge and Report/Manual preparation		
3)	Workshops		
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 (River Engineer)	1	5.0			1	1.0			
2	Flood Control Experts - A	1	5.0			1	1.0			
	Flood Control Experts - B	1	5.0			1	1.0			
3	Sediment Management Expert	1	1.75			1	0.75			
4	Hydrologist	1	1.75			1	0.75			
5	Geologist	1	1.75			1	0.75			
6	Disaster Management Expert	1	1.0			1	0			
7	Computer Operator	1	3.0			1	0			
8	Support Staff	1	6.0			1	0			
	Total									



4D. REIMBURSABLES PER ACTIVITY**1. 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	1			
4	Report Production					
i	Inception Report	No	2			
ii	Interim Report	No	10			
iii	Draft Final Report and Draft Final Manual (2*10)	No	20			
iv	Final Report and Final Manual (2*5)	No	10			
v	Final Manual in hard cover book binding with CD	No	100			
6	Digital/Physical Topographic map and other maps	LS				
7	Photographs printing and development	LS				
8	Computer CDs, DVDs, Pendrive etc.	LS				
	Total					



2. Workshop/Training

S. N.	Description of Work	Unit	Quantity	Rate (NRs.)	Total Cost (NRs.)	
					In Figures	In words
i	<i>Half day workshop to present and discuss the interim report</i>					
	a) Transportation cost	per	25			
	b) Meals	per	26			
	c) Per diem for 25 persons	per	25			
	Sub total					
ii	<i>Residential Workshop expenditure (1 night 2 days for 30 persons from GoE, WECS, relevant gov agencies)</i>					
	a) Transportation cost	per	30			
	b) Hotel accommodation	per	36			
	b) Meals	per	36			
	c) Per diem for 30 persons for 2 days	per	60			
	Sub total					
	Total					



TERMS OF REFERENCE (TOR)

For

Preparation of River Training Manual for Nepal



Government of Nepal

Water and Energy Commission Secretariat

Singha Durbar

Terms of Reference

1. Background



The river system of Nepal, having more than 6000 rivers, drain the entire country towards south into the Ganges. As the topography varies from 64 m in Terai to 8848 m in the Himalaya, the river morphology, precipitation patterns and climate have wide variations. Rivers originating from the Higher Himalayas, Mahabharat Range and Siwaliks have different characteristics. Rugged topography, fragile and young geology and monsoon climate system all combine to produce high rates of runoff, erosion and sedimentation in these river systems. Such instabilities in the river systems make the landscape vulnerable to water-induced disasters such as floods, landslides, slope failures and debris flow. In addition, development activities and human interventions on flood plains carried out without giving serious thoughts about long term consequences have only amplified the water-induced disasters.

Rivers have tendencies to change their planforms and profiles in order to equipoise the interplay of stream power, sediment transport, flow resistance and bed slope. In the process, bank erosion takes place putting a lot of lives and properties in peril. We have another class of flood problem - inundation, which needs a different kind of attention and treatment. In order to get rid of these problems, several ways and means are in practice. However, the results are still far from being satisfactory.

It is observed that there is no uniformity in planning and design of flood control works carried out by different agencies. Many structures are too heavy - and innately uneconomical, but at the same time far from meeting intended objectives for want of appropriate design.

Whether or not it is appropriate to resolve inundation problems with parallel continuous dikes on both sides of a river is another matter of debate. However, the approach is being followed without thinking twice. People inhabiting close to the flooding rivers seem to have no or negligible flood fighting capacity in emergency. They need tips and trainings in doing so. There are ways by which flood problem can be ameliorated without actually implementing anything on the rivers, but that demands little managerial and provisional intervention.

We need a standardized document that guides planning and design of flood control works applicable to the entire country, across various public and private sector agencies, flood affected communities, and the like. The document would also contain flood fighting measures to be adopted by agencies and local communities during emergency and recommendations on flood management.

Against the above backdrop, the Water and Energy Commission Secretariat (WECS) intends to prepare a Manual for River Training Works. However, the scope of the manual shall not be merely limited to river training works, but it shall cover various investigation, planning and design aspects of flood control and management as well. For this purpose, WECS intends to enter into an agreement with a Nepali national consulting firm (the Consultant) whose services to be rendered are described in detail in the present Terms of Reference.

2. Objectives of the study

The overall objective of the study is thus to prepare a Manual focusing on Flood Control and Management to be referred freely and officially in the investigation, planning and design of river training works, emergency flood control works and preparing and managing flood problems in Nepal .

3. Scope of Work

The Scope of Work of the proposed manual preparation work includes, but does not limit to, the followings:

- Assess present status of flood control works in Nepal;
- Review existing investigation, planning, design and implementation of river channelization and training works adopted by various agencies, including local communities;
- Review existing emergency flood fighting mechanism both at agency level and community level;
- Review existing status of preparedness and flood disaster management;
- Prepare a Manual focusing on Flood Control and Management for Nepal based on the above mentioned review work and by incorporating all the best practices and present day state-of-the-art in the field.

4. Manual Preparation Works

In order to complete the tasks under the above stated Scope of Work, the Consultant shall follow the following procedural steps in which the specific works to be completed are described in more detail:

A. Review Work

The review work consists of:

- (i) Literature review; and
- (ii) Case studies.

The Consultant shall carry out extensive review of two classes of documents - (a) planning, design, implementation and repair & maintenance methodologies adopted in various flood control works in Nepal; and (b) planning and design related literature including text books, handbooks, manuals, research papers, etc. which are used in Nepal and elsewhere. During the review work, the Consultant shall also take into consideration the documents, which are recently published and deal with norms, analysis techniques, models, materials used, etc.

Case studies include field studies. Field studies are to be conducted to verify the efficacy, adequacy, appropriateness and effectiveness of the flood control and management works. The Consultant shall take up diverse types of cases - effective and ineffective, costly and cost effective, pertaining to major rivers, namely Koshi, Gandaki, Karnali and Mahakali in Terai and their first order tributaries in the mountains, medium rivers in Terai and in the mountains, debris and sediment disasters, works across different agencies such as Department of Water Induced Disaster Management, Department of Roads, municipalities, etc. The Consultant shall take up at least 15 such cases in the review work. The appropriateness of the detailed work plan for the case studies, necessary fieldwork and aspects delved in shall carry a significant weightage in the evaluation of technical proposal. The Consultant shall prepare and submit the work plan to WECS as a part of the Inception Report and get approval prior to starting any case study including the fieldwork. The relevant staff member(s) from WECS may visit the field during Consultant's fieldwork for which both the parties shall coordinate. All the costs incurred during the fieldwork for logistics, allowances, transportation, etc. shall be borne by the Consultant.

B. Identification of Problems and Issues

The Consultant shall identify problems and issues from the Review Work. The problems and issues shall cover, but not limit to, the following areas:

- i. major causes of flood disasters - bank erosion, inundation and debris flow
- ii. changes in the planforms and profiles of rivers





- iii. planning & design and implementation of flood control works- design flood, analysis techniques, design equations and methodologies, materials being used, etc.;
- iv. phasing of implementation of flood control works, repair & maintenance status;
- v. flood forecasting and early warning systems;
- vi. emergency flood fighting capabilities of agencies and local communities;
- vii. non structural measures such as appropriateness of relevant policies, laws, practices, landuse, etc.
- viii. preparedness for flood mitigation, rescue and rehabilitation works, etc.

The Consultant shall carry out initial review work prior to submitting the Inception Report and continue on the work almost throughout the study project. At the end of the Problems and Issues Identification Phase, the Consultant shall submit the Interim Report, which basically shall contain three components:

- i. reports on case studies;
- ii. identification of problems and issues including their diagnosis; and
- iii. future course of action for manual preparation.

C. Report and Manual Preparation

With constantly dealing with the problems and issues, it is anticipated that by the time the Consultant submits Interim Report, its team will have fair idea of the outcome that will be put in the Report and the Manual. As evidenced in the Objectives above, the basic purpose of the entire study project is to prepare a manual, however, the Consultant shall also prepare a separate Report which contains documentation of background materials and exercise as to how contents such as provisions, codes, design methods, equations, charts, etc. of the Manual have been arrived at. Thus the Report shall contain refined and revised contents of the Interim Report, and in addition, logics, derivations, etc. to determine the contents of the Manual. The main River Training Manual which shall have its title – **“Flood Control and Management Manual”**, shall contain only the provisions, codes, design methods, equations, charts, typical drawings and figures, graphs, etc., which will be in direct forms and for the straightway use by the concerned professionals. Both the Report and the Manual may have a number of annexes as required. The Manual shall contain at least the followings:

- i. methods to be adopted in hydrological analyses with respect to various situations of data availability, and frequencies of design floods to be adopted for works of various importance;
- ii. methods of hydraulic analysis, including physical and computer modelling for determining hydraulic and other design parameters;
- iii. guidelines for planning of river channelization and flood protection works (both erosion and inundation) for an entire river or a river stretch;
- iv. prioritization and phasing of implementation of a flood control plan, including annual adjustment in the plan;
- v. guidelines for flood cushion in multipurpose reservoir projects;
- vi. selection of types of flood control and river training structures and their design, including materials to be used;



- vii. analysis and design of debris arresting dams and bed & bank stabilization works in streams and gullies;
- viii. guidelines for the use of vegetation in flood and erosion control works, including that to be used in combination with conventional protection works;
- ix. repair & maintenance of flood control works;
- x. flood forecasting and early warning systems;
- xi. methods for emergency flood fighting including provisions of materials needed in presence or absence of construction equipment;
- xii. recommendations for non structural measures such as appropriate and relevant policies, laws, practices, landuse, etc.; and
- xiii. guidelines for the preparedness for flood mitigation, rescue and rehabilitation works.

The Consultant shall submit the Draft Final Report and the Draft Final Manual to WECS. Upon receiving comments on the two documents from WECS, relevant stakeholder government agencies and a Group of Experts (GoE) and incorporating them in the documents, the Consultant shall submit the final versions of the Report and the Manual. WECS shall coordinate review work on the draft documents.

D. Workshop and Consultation Meeting

Immediately after submission of the Interim Report, the Consultant shall organize a half-day consultative workshop in Kathmandu in which maximum number of participants will be 25 from the stakeholder agencies and WECS. WECS and the Consultant jointly identify the relevant participants of the workshop. The consultation workshop will help the Consultant move through the process of actual manual preparation.

Again after submission of the Draft Final Report and the Draft Final Manual, a residential meeting of GoE will be organized for two days in order to finalize the documents. The maximum number of experts in GoE shall be 15 apart from the Consultant's own team members. The Consultant shall incorporate the changes suggested by the GoE meeting and any other comments from WECS and relevant stakeholder agencies. In case of debatable issues that may rise in the meeting, WECS shall make the final decision.

5. Deliverables

As evidenced above, the Consultant shall submit the following deliverables:

a) Inception Report

The Consultant shall submit an Inception Report in two hard copies and one soft copy within one month from the date of signing the agreement for the consulting services (Agreement). The Inception Report shall contain at least:

- findings of the initial review work;
- refined work schedule for the entire study project including the detailed work schedule for the fieldwork; and
- Staffing schedule.

b) Interim Report

The Consultant shall submit the Interim Report in ten hard copies and one soft copy within six months from the date of signing the Agreement. The Interim Report shall contain at least:

- findings of the continued review work;
- revised work schedule, if any;
- reports on case studies;
- diagnosis of the flood problems and the problems in resolving them;
- approaches to be taken in the Final Report and Manual Preparation; and
- hints on the contents of the Final Report and Manual.

c) Final Report and Final Manual

The Consultant shall submit the draft versions of the Final Report and the Final Manual in ten hard copies and one soft copy within nine months from the date of signing the Agreement. The requisite contents of the documents have already specified above.

The Consultant shall prepare and submit the final version of the Report and the Manual in five hard copies and one soft copy. The final version shall have all the relevant comments from WECS and stakeholder agencies and the GoE meeting incorporated.

6. Staffing requirements

The tentative requirement of expert manpower is given below. However, the Consultant may propose its own manpower details and engagement schedule.



S.N.	Designation	Required No.	Man-month
1	Team leader (River Engineer)	1	6
2	Flood Control Experts	2	12
3	Sediment Management Expert	1	2.5
4	Hydrologist	1	2.5
5	Geologist	1	2.5
6	Disaster Management Expert	1	1.0

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

1. Team Leader (River Engineer)

The team leader shall have substantial experience in flood control and management works. S/he shall have at least a Master's degree in Civil Engineering with emphasis on River Engineering or Water Resources Engineering. S/he shall have a minimum 20 years of professional experience in the respective field with adequate training and work experience preferably in planning and design of flood control and management works. S/he shall be responsible to:

- take full responsibility for the consulting team, provide overall direction to the team, and coordinate among various experts;
- carry out extensive consultations with the key stakeholders and obtain suggestions and concurrence with the contents of the study;
- prepare detailed schedules for the fieldwork and office works;
- organize meetings and workshop;

- ensure timely delivery and quality control of the outputs required as per the Scope of Work.

2. Flood Control Expert

The Flood Control Experts shall have a minimum of Master's degree in Civil Engineering with emphasis on Water Resource Engineering/River Engineering/Sediment Transport River Training. They shall have a minimum of 15 years of professional experience with major involvement in analytical works pertaining to river hydraulics, planning and design of river channelization, inundation prevention and anti erosion works, etc. The Flood Control Experts shall be the backbone of the study project. They shall be responsible for

- doing most of the fieldwork, diagnostic work and manual preparation work;
- reviewing literature in order to find out the most suitable hydraulic analyses and planning and designs; and
- preparing typical or definition drawings, charts, tables, nomograms and prescribing equations in consultation with the Team Leader and other members of the team.

3. Geologist

The Geologist shall have a minimum Master's degree in geology/engineering geology. S/he shall have a minimum of 15 years of professional experience with major involvement in the study of river morphology, gully erosion and control works, etc. The Geologist shall provide relevant inputs to the Team Leader and the Flood Control Experts.

4. Hydrologist

The hydrologist shall have a minimum Master's degree in Civil Engineering with emphasis on Hydrology or Water Resource Engineering. S/he shall have a minimum of 15 years of professional experience with major involvement in hydrological analysis in different infrastructure projects. S/he shall be responsible to:

- review the hydrological analyses being carried out in connection with the flood control work planning and design in Nepal;
- assess efficacy of the methods adopted in the existing practice;
- prescribe methods of hydrological analysis in different cases of data availability;
- prescribe frequencies/return periods for determining design flood magnitudes for structures of different importance; etc.

5. Sediment Management Expert

The Sediment Management Expert shall have a minimum of Masters degree in Civil Engineering with emphasis on sediment transport and management or Water Resource Engineering/Development. S/he will have a minimum of 15 years of professional experience with major involvement in sediment related works. S/he shall be responsible to:

- work together with the Team Leader, Flood Control Expert and other team members in providing sediment related inputs in connection with hydraulic modelling, physical as well as computer;
- suggest best ways to channelize a river such as converting a braided river to a single channel meandering one;
- provide sediment related inputs in the design of protection works;



- help or carry out debris arresting structures, riverbed stabilization works such as bed bars; etc.

6. Disaster Management Expert

With at least a Masters degree in any subject, preferably flood or any other disaster management, and 15 years of professional experience in the relevant field, the Disaster Management Expert shall be responsible for:

- assessing non structural measures or country's capability such as policies, laws, practices, preparedness, flood forecasting and warning systems, etc. that mitigate flood disasters and help people leave with floods; and
- working together with the Team Leader and Flood Control Experts prepare brief guidelines for the non structural measures to be adopted for flood control and management.



7. 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 and Draft Manual
4	Fourth and Final Installment	25	Submission and Approval of the Final Report and Final Manual

8. 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. : 2073-74/1

Consultants' Services

Lump sum Assignments

Title of Consulting Services: Preparation of River Training Manual for Nepal

Project Name: Preparation of River Training Manual for Nepal

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 River Training Manual for Nepal

BETWEEN

*Water and Energy Commission Secretariat
Singha Durbar, Kathmandu*

AND

.....
(Consulting Firm)

March, 2017

Kathmandu, NEPAL



I. Form of Contract

This CONTRACT (hereinafter called the "Contract") is made the day of the month of2017, 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*

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

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.]

1.9 The Authorized Representatives are:

For the Client:

.....

For the Consultants:

1.10

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

2.1

This contract shall come into effect from the date of signing

2.2

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

2.3

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

2.4

The time period shall be **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 total contract amount - NRs. (excluding VAT) 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 total contract amount - NRs. (excluding VAT) shall be paid upon submission and approval of ten (10) 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 total contract amount - NRs. (excluding VAT) shall be paid upon submission and approval of ten (10) hard copies of **Draft Final Report and (10) hard copies of Draft Final Manual** 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 total contract amount - NRs. (excluding VAT) shall be paid upon submission and approval of five (5) hard copies of **Final Report and five (5) hard copies of Final Manual** and electronic version in editable file(s) DVD/Pen Drive.

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 **Appointment of the Adjudicator** Appointing Authority: *Nepal Arbitration Council, NEPCA*



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

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

1. Selection of Arbitrators.

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

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

3. Miscellaneous. In any arbitration proceeding hereunder:

- (a) proceedings shall, unless otherwise agreed by the Parties, be held in Kathmandu;
- (b) the English language shall be the official language for all purposes; and
- (c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.



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

