

Request for Proposals

RFP # MWSDB/RFP/DSC/071-72/001

Country: Nepal

Title of Consulting Services

:

*Design and Construction Supervision of Melamchi Headworks and
Diversion Tunnel*

Project Name:

Melamchi Water Supply Project

Name:

Melamchi Water Supply Development Board

Office Address:

*Devkota Marg, Mid Baneshwor
Kathmandu, Nepal*

Financing Agency:

Government of Nepal

Table of Contents

Request for Proposals	1
Section 1. Letter of Invitation	3
Section 2. Information to Consultants	4
Appendix to Information to Consultants	20
Section 3. Technical Proposal - Standard Forms	23
Section 4. Financial Proposal - Standard Forms	33
Section 5. Terms of Reference	40

Section 1. Letter of Invitation

[insert: Location and Date]

Dear [insert: Name of Consultant]:

1. Government of Nepal (GoN) has allocated fund toward the cost of Melamchi Water Supply Project and intends to apply a portion of this fund to eligible payments under this Consultancy Services Contract.
2. The Melamchi Water Supply Development Board now invites proposals to provide the following consulting services: Design and Construction Supervision of Headworks and Diversion Tunnel, Contract MDS/DT/02. More details on the services are provided in the attached Terms of Reference.
3. The Request for Proposal (RFP) has been addressed to the following shortlisted consultants:

S. N.	Name of Consultant Group
1	SMEC International Pty. Ltd. Australia, BDA, Udaya, GPE Assoc. Nepal
2	BERNARD Ing- Austria, MULTI- Nepal and q4pm- Germany
3	MWH, USA & Shah Consults Int., Nepal
4	Eptisa, Spain & BETS, Bangladesh, BEAM, SILT, TAEC and RSE Nepal
5	Lahmeyer- Germany, TMS and Iteco Nepal
6	DOLSAR Turkey & WAPCOS India, Sanima, TMS and CEMAT Nepal

4. A consultant will be selected under Quality-and Cost-Based Selection (QCBS) following the 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. (***Please find in Appendix II***)
6. Please inform us, upon receipt:
 - that you received the letter of invitation; and
 - (b) whether you will submit a proposal alone or in association.

Yours sincerely,

Ghanashyam Bhattarai
Executive Director

Section 2. Information to Consultants¹

- 1. Introduction**
- 1.1 The Client named in the Data Sheet will select a consultant among those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.
 - 1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet for consulting services required for the assignment named in the Data Sheet. The proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected consultant.
 - 1.3 The assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the assignment includes several phases, the performance of the consultant under each phase must be to the Client's satisfaction before work begins on the next phase.
 - 1.4 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain firsthand information on the assignment and on the local conditions, consultants are encouraged to visit the Client before submitting a proposal and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. The consultants' representative should contact the officials named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
 - 1.5 The Client will provide the inputs specified in the Data Sheet, assist the consultant in obtaining licences and permits needed to carry out the services, and make available relevant project data and reports.
 - 1.6 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.
 - 1.7 GoN (or Donor Agency) policy requires that consultants provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.
 - 1.7.1 Without limitation on the generality of this rule, consultants shall not be hired under the circumstances set forth below:

¹ *This Information to Consultants section shall not be modified. Any necessary changes, acceptable to client (GoN) or the Donor, to address specific country and project issues, shall be introduced only through the Data Sheet (e.g., by adding new clauses). Likewise, modifications to the standard Form of Contract should be made only by including clauses outlining the special conditions and not by introducing changes in the wording of the general conditions*

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

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

1.7.2 As pointed out in para. 1.7.1 (a) above, consultants may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the Data Sheet and the factors used for the selection of the consultant should take the likelihood of continuation into account. It will be the exclusive decision of the Client whether or not to have the downstream assignment carried out, and if it is carried out, which consultant will be hired for the purpose.

1.7.3 Any previous or ongoing participation in relation to the assignment by the consultant, its professional staff or affiliates or associates under a contract with the GoN may result in rejection of the proposal. Consultants should clarify their situation in that respect with the Client before preparing the proposal.

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

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

“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

“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 and accordance with the above sub para. 1.8 (d).
 - 1.10 Consultants shall furnish information as described in the Financial Proposal submission form (Section 4A) on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal, and to execute the work if the consultant is awarded the contract.
 - 1.11 Consultants shall be aware of the provisions on fraud and corruption stated in the Standard Contract under the clauses indicated in the Data Sheet.
- 2. Clarification and Amendment of RFP Documents**
- 2.1 Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile, or electronic mail to the Client's address indicated in the Data Sheet. The Client will respond by cable, telex, facsimile, or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.
 - 2.2 At any time before the submission of proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited consultant, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex, facsimile, or electronic mail to all invited consultants and will be binding on them. The Client may at its discretion extend the deadline for the submission of proposals.
- 3. Preparation of Proposal**
- Technical Proposal**
- 3.1 Consultants are requested to submit a proposal Sub- Clause 1.2 written in the language(s) specified in the Data Sheet.
 - 3.2 In preparing the Technical Proposal (TP), consultants are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.
 - 3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:
 - i. If a consultant considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other consultants or entities in a joint venture or sub-consultancy, as appropriate. Consultants may associate with the other consultants invited for this assignment only with approval of the Client as indicated in the Data Sheet. Consultants must obtain the approval of the Client to enter into a joint venture with

consultants not invited for this assignment. Foreign consultants are encouraged to seek the participation of local consultants by entering into a joint venture with, or subcontracting part of the assignment to, national consultants.

- ii For assignments on a staff-time basis, the estimated number of professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of professional staff-months estimated by the consultant. For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.
 - iii It is desirable that the majority of the key professional staff proposed be permanent employees of the consultant or have an extended and stable working relationship with it.
 - iv Proposed professional staff must, at a minimum, have the experience indicated in the Data Sheet, preferably working under conditions similar to those prevailing in Nepal.
 - v Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
 - vi Reports to be issued by the consultants as part of this assignment must be in the language(s) as specified in the Data Sheet.
- 3.4 The Technical Proposal shall provide the following information using the attached Standard Forms (Section 3):

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.

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

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

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).

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

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).

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.

Any additional information requested in the Data Sheet.

Financial Proposal

- 3.5 The Technical Proposal shall not include any financial information.
- 3.6 In preparing the Financial Proposal (FP), consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section 4). It lists all costs associated with the assignment, including (a) remuneration for staff (foreign and local, in the field and at headquarters), and (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, communication (Telephone, Fax etc.), surveys, and training, if it is a major component of the assignment. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local expenditures.
- 3.7 The Financial Proposal should clearly estimate, as a separate amount, the local taxes (including social security), duties, fees, levies, and other charges imposed under the applicable law, on the consultants, the sub-consultants, and their personnel (other than nationals or permanent residents of Nepal), unless the Data Sheet specifies otherwise.
- 3.8 Consultants may express the price of their services in the currency acceptable to the Client. The consultants may not use more than three foreign currencies. The Client may require consultants to state the portion of their price representing local cost in Nepalese Rupees if so indicated in the Data Sheet.
- 3.9 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal submission form (Section 4A).
- 3.10 The Data Sheet indicates required validity period of the proposals. During this period, the consultant is expected to keep available the professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants who do not agree have the right not to extend the validity of their proposals.

4. Submission, Receipt, and Opening of Proposals

- 4.1 The original proposal (TP and, if required, FP; see Para 1.2) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the consultant itself. Any such corrections must be initialled by the persons or person who sign(s) the proposals.
- 4.2 An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal.
- 4.3 For each proposal, the consultants shall prepare the number of copies indicated in the Data Sheet. Each Technical Proposal and Financial Proposal shall be marked "**ORIGINAL**" or "**COPY**" as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original governs.
- 4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "**Technical Proposal**," and the

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

- 4.5 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Data Sheet. Any proposal received after the closing time for submission of proposals shall be returned unopened.
- 4.6 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the evaluation committee. The Financial Proposal shall remain sealed and deposited with the Client’s Procurement Unit until all submitted proposals are opened publicly.

5. Proposal Evaluation

General

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

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

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

Public Opening and Evaluation of Financial Proposals (CBS Only)

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

Public Opening and Evaluation of Financial Proposals (QCBS ,

- 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

QBSFBS,LCBS)

returned unopened after completing the selection process. The Client shall simultaneously notify the consultants that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The opening date shall be 7 days for National level proposals and 15 days for International level proposals after the notification date. The notification may be sent by registered letter, cable, telex, facsimile, or electronic mail.

- 5.7 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the technical scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.
- 5.8 The evaluation committee will determine whether the Financial Proposals are complete (i.e., whether they have costed all items of the corresponding Technical Proposals; if not, the Client will cost them and add their cost to the initial price), correct any computational errors, and convert prices in various currencies to the single currency specified in the Data Sheet. The official selling rates and the date used shall be as provided by the source indicated in the Data Sheet.
- 5.9 The evaluation shall exclude those taxes, duties, fees, levies, and other charges estimated as per Sub – Clause 3.7 and imposed under the applicable law; and to be applied to foreign and non-permanent resident consultants (and to be paid under the contract, unless the consultant is exempted).
- 5.10 In case of Fixed Budget Selection (FBS), the consultant's Financial Proposals with cost more than the specified fixed budget ceiling stated in Data Sheet shall be rejected.
- 5.11 In case of Least Cost Based Selection (LCBS), the consultant's proposal which has scored the minimum pass mark in the Technical proposal and is of the least cost in the financial proposal shall be invited for negotiation.
- 5.12 In case of QCBS and FBS with financial proposal within specified fixed budget ceiling, the lowest Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet: $S = St \times T\% + Sf \times P\%$. The consultant achieving the highest combined technical and financial score will be invited for negotiations.

6. Negotiations

- 6.1 Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.
- 6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the consultant to improve the Terms of Reference. The Client and consultant will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the

contract. Special attention will be paid to getting the most the consultant can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.

- 6.3 The financial negotiations will include a clarification (if any) of the consultant's tax liability and the manner in which it will be reflected in the contract; and will reflect the agreed technical modifications in the cost of the services. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates in the cases of QCBS and CBS methods. For QBS, the consultant should provide the information on remuneration rates described in the Appendix to this information.
- 6.4 Having selected the consultant on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If substitution is considered then the proposed alternative candidate shall be evaluated as per the original criteria. The qualification and experience of the substitute candidate shall equal to or higher than the originally proposed candidate. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the consultant may be disqualified.
- 6.5 The negotiations will conclude with a review of the draft form of the contract. . If negotiations fail, the Client will invite the consultant whose proposal received the second highest score to negotiate a Contract.

7. Award of Contract

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

the next highest score to negotiate a contract.

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

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

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

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

8. Confidentiality

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

9. Conduct of Consultants

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

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

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

10. Blacklisting Consultant

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

- a) if it is proved that the consultant committed acts pursuant to the Sub-clause 9.2,

- b) if the consultant fails to sign an agreement pursuant to Sub - Clause 7.3,
- c) if it is proved later that the consultant has committed substantial defect in implementation of the contract or has not substantially fulfilled his obligations under the contract or the completed work is not of the specified quality as per the contract ,
- d) if convicted by a court of law in a criminal offence which disqualifies the bidder from participating in the contract.
- e) if it is proved that the contract agreement signed by the Consultant was based on false or misrepresentation of consultant's qualification information,
- f) other acts mentioned in the Data Sheet or SCC

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

Information to Consultants

DATA SHEET

Clause Reference

1.1	<p>The name of the Client is: Melamchi Water Supply Development Board</p> <p>The method of selection is: Quality and Cost Based System (QCBS)</p>
1.2	<p>Technical and Financial Proposals are requested: Yes <i>or</i> A Technical Proposal only is requested: No</p> <p>The name, objectives, and description of the assignment are:</p> <p>Name: Design and Construction Supervision of Headworks and Diversion Tunnel</p> <p>Objectives: The overall objective of the DSC services is to ensure design and supervision of the construction works in a timely manner with quality, safety, cost control and with strict adherence to environmental requirements as set out in the contract and the approved EIA study Report.</p> <p>Description: The consulting work is required for the design review and construction supervision of TUNNEL CONTRACT NO. 2 (MDS/DT/02). The services will be carried out in accordance to Section 5, Terms of Reference of this document.</p> <p>The Headworks and Diversion Tunnel Contract includes works related to:</p> <ul style="list-style-type: none"> ▪ Operation and Maintenance of camps at Ambathan, Gyalthum, Sindhu, Sundarijal and maintenance of Melamchi Pull Bazar Employers camp. ▪ Adits tunnel at Ambathan, Gyalthum and Sindhu, are of 18.4 m² cross sectional area ▪ Diversion tunnel of 12.7m² cross section and approx. length 26 Km. by Drill and Blast Method ▪ Tunnel flushing system at Ambathan adit site. ▪ Headworks and river training and intake with de-sander basin at Ribarma. ▪ Hydraulic steelwork: supply and installation at Headworks, Ambathan, Gyalthum, Sindhu adits and Sundarijal outlet portals. ▪ Pipeline of 1.6 m diameter from tunnel outlet portal to WTP, approximate length 255m ▪ Gate valve and stoplog arrangement at portals and spillway/bypass flushing system at Adit Portals including Bagmati River, other control works at downstream and Portal at Sundarijal ▪ Maintenance of access roads. ▪ Other works related with the smooth implementation of this workwork under the project. ▪ Installation of Serpent Sediment Sluicing System (S4) in the de-sanding basin
1.2	Type of Contract Agreement is: <i>Time Based</i>
1.3	The assignment is phased: No

1.4	<p>A pre-proposal conference will be held: Yes, on 8 February 2015, 11:00 AM, MWSDDB Office, Kathmandu The name(s), address(es), and telephone numbers of the Client's official(s) are: Name: Mr. Rajan Raj Pandey, Email: pandeynepal@yahoo.com Melamchi Water Supply Development Board Address: 580, Devkota Marg, Mid Baneshwor, Kathmandu Telephone No. : +977 1 4476104</p>
1.5	<p>The Client /Contractors will provide the following inputs and facilities:</p> <ul style="list-style-type: none"> • Required number of sets of Contract Documents for each Contract to be supervised and requiring design inputs by the Consultant, and other relevant information/reports/documents required for the execution of the works • Furnished housing for the consultant's personnel in the Melamchi Valley, (Pls. refer Tunnel Contracts Documents for details). • Adequately furnished office space (area of approximately 100 sq.m.) in or near the MWSDDB office in Kathmandu. • Vehicles for use in the Project, including the operation and maintenance (Tunnel Contracts is available for reference at MWSDDB offices). • Fully furnished and equipped field offices at all four construction camps (Tunnel Contracts is available for reference at MWSDDB office) • Suitable housing at all four construction camps (Pls. refer Tunnel Contracts for details) • Final Design Report, Drawings, Appendices prepared by NORPLAN AS and reviewed by POYRY Infra AG Consortium Bidding Documents and other Documents of Tunnel Contract. • Facilitation in obtaining the Consultant's staff and eligible dependents visas, resident permits, exchange permits and other documents required for their stay and within Nepal. • Facilitation in the import of any materials and equipment required for the Project purposes.
1.7.2	<p>The Client envisages the need for continuity for downstream work: No</p>
1.11	<p>The Clauses on fraud and corruption in the Contract are: Clause 2.8 and 10 of General Conditions of Contract</p>
2.1	<p>Clarifications may be requested up to 7 days before the submission date and response to such request shall be shared with all short- listed consultants. The address for requesting clarifications is: Executive Director Facsimile: 977-1- 4468962 Email: info@melamchiwater.org</p>
3.1	<p>Proposals should be submitted in the following language(s): English</p>
3.3	<p>(i) Shortlisted consultants/entity may associate with other shortlisted consultants: No</p> <p>(ii) The estimated number of professional staff-months required for the assignment is: Expatriate Professional: 159 and Domestic Professionals: 465 without including Support Staff</p> <p>(iii) The fixed Budget Ceiling for the assignment is : Not Applicable</p> <p>(iv) The minimum required experience of proposed professional staff is: Resident Project Manager (RPM): A minimum of Bachelors' in Civil Engineering with 20 years of related work experience and at least 10 years of specific work experience related to design/ construction/</p>

	<p>supervision of tunnel works of which a minimum five years will be in the capacity of a Team Leader or RPM using Drill and Blast method or New Austrian Tunnelling Method (NATM)</p> <p>Other Key Staff: Minimum of a Bachelor's degree in area of expertise and 10 years of related work experience (v) Reports that are part of the assignment must be written in the following language(s): English</p>
3.4	<p>(vi) Training is a specific component of this assignment: No</p> <p>(vii) Additional information in the Technical Proposal includes:</p> <ol style="list-style-type: none"> 1. Page limit for presentation of Appendix 3D - Description of the Methodology and Work Plan: Maximum 60 pages including charts/ graphs/ tables/ figures/ photographs, if any 2. Maximum number of projects/ assignments to be presented as per the format in Appendix 3B to demonstrate relevant services carried out in the last fifteen years - 30 Sheets. 3. CVs of proposed staff have to be project focused and preferably should not exceed five pages. 4. No information brochure or other promotional materials to be included 5. Exceeding the above page limits may result in penalization of the score under the heading of Proposal Presentation during evaluation of technical proposals at the rate of 5% per page of score allocated .
3.7	<p>Taxes: [Specify consultant's liability: nature, sources of information]: The consultants and its personnel shall pay all taxes, duties, fees, levies and other impositions imposed under the laws and regulations in effect in Nepal in respect of:</p> <p>(i) any payments made to the Consultant or the Personnel (Expatriate or National), in connection with the carrying out of the Services;</p> <p>(ii) any equipment, materials and supplies brought into Nepal for the purpose of carrying out the Services and which, after having been brought into such territories;</p> <p>(iii) any equipment imported for the purpose of carrying out the Services and paid out of funds provided by the Client and which is treated as property of the Client;</p> <p>(iv) any property brought into Nepal by the Consultant, the Personnel, or the eligible dependents of the Personnel for their personal use or consumption and which will be consumed in Nepal</p> <p>Any subcontract that is subcontracted inside Nepal under a separate agreement made between the Consultant and a third party will be subject to taxes as per the rules and regulations of Government of Nepal.</p> <p>The information on Tax can be obtained from the Inland Revenue Department of Government of Nepal, Kathmandu. The web page address is http://www.ird.gov.np</p>
3.8	<p>Currency of Payment: Nepalese Rupees for remuneration of domestic consultants, Housing, subsistence allowance and other local expenses for Expatriates and US Dollars OR foreign currencies proposed by the Consultants for remuneration of International consultant and other expenses to be made outside Nepal</p> <p>For International level proposal whether the Consultants is to state local cost in the national currency : Yes</p>

3.10	Proposals must remain valid 120 days after the last submission date.																								
4.3	Consultants must submit an original and Five additional copies of each proposal:																								
4.4	<p>The proposal submission address: The Executive Director Melamchi Water Supply Development Board 580 Devkota Marg, Mid Baneshwor Kathmandu, Nepal</p> <p>Information on the outer envelope should also include :</p> <p>The Executive Director Melamchi Water Supply Development Board 580 Devkota Marg, Mid Baneshwor Kathmandu, Nepal Tel. No 977-1- 4468963, 4468964, 4468965 Fax No. 977-1-4468962</p>																								
4.5	Proposals must be submitted no later than: 18 February 2015 at 12:00 hours local time																								
5.1	<p>The address to send information to the Client is: The Executive Director Melamchi Water Supply Development Board 580 Devkota Marg, Mid Baneshwor Kathmandu, Nepal Tel. No 977-1- 4468963, 4468964, 4468965 Fax No. 977-1-4468962 Email :- info@melamchiwater.org</p>																								
5.3	<p>The number of points to be given under each of the evaluation criteria are:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;"></th> <th style="text-align: right; width: 20%;"><u>Points</u></th> </tr> </thead> <tbody> <tr> <td>(i) Specific experience of the Firms related to the assignment</td> <td style="text-align: right;">10</td> </tr> <tr> <td>Experience with tunnel supervision works using NATM</td> <td style="text-align: right;">4</td> </tr> <tr> <td>Experience in similar topographic regions (site conditions)</td> <td style="text-align: right;">3</td> </tr> <tr> <td>Experience in water transmission tunnels</td> <td style="text-align: right;">3</td> </tr> <tr> <td>(ii) Adequacy of the proposed work plan and methodology in responding to the Terms of Reference</td> <td style="text-align: right;">30</td> </tr> <tr> <td>Understanding of Objectives/ Task to be performed under the project</td> <td style="text-align: right;">4</td> </tr> <tr> <td>Quality of Methodology</td> <td style="text-align: right;">8</td> </tr> <tr> <td>Presentation of Innovativeness</td> <td style="text-align: right;">4</td> </tr> <tr> <td>Work Scheduling</td> <td style="text-align: right;">4</td> </tr> <tr> <td>Person month assessment</td> <td style="text-align: right;">4</td> </tr> <tr> <td>Comments on TOR to improve performance in carrying out the assignment and workable suggestions that could improve the quality/effectiveness of the services in not more than 10 pages</td> <td style="text-align: right;">4</td> </tr> </tbody> </table>		<u>Points</u>	(i) Specific experience of the Firms related to the assignment	10	Experience with tunnel supervision works using NATM	4	Experience in similar topographic regions (site conditions)	3	Experience in water transmission tunnels	3	(ii) Adequacy of the proposed work plan and methodology in responding to the Terms of Reference	30	Understanding of Objectives/ Task to be performed under the project	4	Quality of Methodology	8	Presentation of Innovativeness	4	Work Scheduling	4	Person month assessment	4	Comments on TOR to improve performance in carrying out the assignment and workable suggestions that could improve the quality/effectiveness of the services in not more than 10 pages	4
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	<p>Proposal Presentation 2</p> <p>(iii) Suitability of Transfer of Knowledge 2</p> <p>(iv) Qualifications and competence of the key (expatriate) staff for the Assignment 48</p> <p>a. Project Manager/ Team Leader 14</p> <p>b. Resident Engineers/ Tunnel Engineers/ Engineering Geologist (2 engineers / engineering geologist x 6) 12</p> <p>c. Resident Engineer (Civil) 6</p> <p>d. Geotechnical Engineer 4</p> <p>e. Contracts Manager/ Claim Management Specialist 4</p> <p>f. Electrical/ Instrumentation Engineer 4</p> <p>g. Mechanical Engineer 4</p> <p>(v) Local consultant participation of key staff (as reflected by nationals among key staff presented by foreign and local firms) 10</p> <p>Deputy Team Leader 3</p> <p>Tunnel Engineers (12 engineers) 6</p> <p>Material Engineer 0.5</p> <p>Contract Management Specialist 0.5</p> <p>Total Points: 100</p> <p>The number of points to be given under each evaluation sub criteria for qualifications of staff are:</p> <p>(i) General academic qualification (including training) 20</p> <p>(ii) Adequacy for the project 70</p> <p>(iii) Permanent staff, experience in region & language, etc. 10</p> <p>Total Points: 100</p> <p>The minimum technical score required to pass: 70 (Seventy)</p>
5.8	<p>The single currency for price conversions is: Nepalese Rupee</p> <p>The source of official selling rates is: Nepal Rastra Bank</p> <p>The date of exchange rates to be used is: 10 December 2014 (1US\$=98.32)</p>
5.12	<p>The formula for determining the financial scores is following: <i>[Either $S_f = 100 \times F_m/F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration, or another proportional linear formula]</i></p> <p>The weights given to the technical and Financial Proposals are: T (Technical Proposal) = 0.8, and P (Financial Proposal) = 0.2</p>
7.8	<p>The address for negotiation(s) is: The Executive Director Melamchi Water Supply Development Board 580 Devkota Marg, Mid Baneshwor Kathmandu, Nepal</p>
7.6	<p>The assignment is expected to commence on 1st April 2015 at the work site of Melamchi Water Supply Development Board.</p> <p>The current tentative schedule is as per the following time table:</p> <p>Issue Letter of Invitation to Shortlisted Consultants 22 Jan 2015</p> <p>Submission of technical and financial proposals 22 Feb 2015</p>

	Approval of submissions, Consultant Appointed , Assistance in bid evaluation and contract, negotiations (intermittent inputs) and Supervisory Consulting Services by 1 April 2015
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Appendix to Information to Consultants

4. Additional Clauses to Information to Consultants

The following additional clauses shall apply unless otherwise stated in Instruction to Consultants (ItC) and Data Sheet.

4.1 Clause 1.9: **Introduction**

4.1.1 Clause 1.9 of ITC modified as: Consultants shall not be under a debarment for corrupt and fraudulent practices issued by GoN, Asian Development Bank (ADB), World Bank (WB) and in accordance with the sub para. 1.8 (d) of ITC.

4.2 Clause 3: **Preparation of Proposal**

4.2.1 Addition to Clause 3.1 of ITC: The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client shall be written in English

4.2.2 Addition to Clause 3.3.(i) of ITC: The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or an associated member of short- listed consultant or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify.

4.3.3 Addition to Clause 3.3 (i) of ITC: The Consultant shall not subcontract the whole of the Services.

4.3.4 Addition to Clause 3.5 of ITC: The Technical Proposal shall not include any financial information. A Technical Proposal containing any financial information shall be declared non-responsive.

4.3.5 Additional Clause 3.11: **Price Adjustment in Clause 3 of ITC:** For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies. The following formula shall be used for price adjustment:

Payments for remuneration made in [foreign and/or local] currency shall be adjusted as follows:

(1) Remuneration paid in foreign currency on the basis of the rates set forth in **Appendix D** shall be adjusted every 12 months (and, the first time, with effect for the remuneration earned in the 13th calendar month after the date of the Contract Effectiveness date) by applying the following formula:

$$R_f = R_{fo} \times \frac{I_f}{I_{fo}}$$

Where,

R_f is the adjusted remuneration;

R_{fo} is the remuneration payable on the basis of the remuneration rates (**Appendix D**) in foreign currency;

If is the official index for salaries in the country of the foreign currency for the first month for which the adjustment is supposed to have effect; and
Ifo is the official index for salaries in the country of the foreign currency for the month of the date of the Contract.

The Consultant shall state here the name, source institution, and any necessary identifying characteristics of the official index for salaries corresponding to **If** and **Ifo** in the adjustment formula for remuneration paid in foreign currency: [Insert the name, source institution, and necessary identifying characteristics of the index for foreign currency, e.g. "Consumer Price Index for all Urban Consumers (CPI-U), not seasonally adjusted; U.S. Department of Labor, Bureau of Labor Statistics"]

(2) Remuneration paid in local currency pursuant to the rates set forth in **Appendix E** shall be adjusted every [insert number] month (and, for the first time, with effect for the remuneration earned in the [insert number]the calendar month after the date of the Contract) by applying the following formula:

$$RI = R lo \times II / Ilo$$

Where,

RI is the adjusted remuneration;

Rlo is the remuneration payable on the basis of the remuneration rates (**Appendix E**) in local currency;

II is the official index for salaries in the Client's country for the first month for which the adjustment is to have effect; and

Ilo is the official index for salaries in the Client's country for the month of the date of the Contract.

The source of price index for remuneration of domestic professional and support staffs is Nepal Rastra Bank for identifying characteristics of the official index for salaries corresponding to II and Ilo in the adjustment formula for remuneration paid in local currency. No price adjustment is envisaged in Out of Pocket Expenses.

Clause 4: Submission, Receipt, and Opening of Proposals:

Additional Clause to 4.4: If the envelopes and packages with the Proposals are not sealed and not marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal. For QCBS, if the Technical and Financial Proposals are not submitted in separate sealed envelopes as required, the Client shall reject the Proposal.

4.4.1 Additional Clause to 4.5 of ITC: The submission can be done by post or by hand. The documents will not be received after the deadline for submission at the designated place.

4.4.4 Additional Clause to 4.6: The Client's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the shortlisted Consultants' authorized representatives who choose to attend (in person).

4.4.5 Additional Clause to 4.6: At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate.

4.5 Clause 5.5: Public Opening and Evaluation of Financial Proposals (QCBS, QBSFBS, LCBS)

Additional Clause to 5.5: At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial

Proposals will then be inspected to confirm that they have remained sealed and unopened.

Addition to Clause 5.8 Client's evaluation committee will (a) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

4.5.3 Additional Clause 5.8 after ItC clause 5.6: An adjustment in the contract price shall be applied for any proposal modifications by the consultant in provision of the RFP and the corrected price shall be applied in the evaluation of the financial proposal.

5. Clause 6: Negotiations

5.1 Addition to Clause 6 of ITC: The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.

5.2 Addition to Clause 6 of ITC: The substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity.

Section 3. Technical Proposal - Standard Forms

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

3A. TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: *[Name and address of Client]*

Ladies/ Gentlemen:

We, the undersigned, offer to provide the consulting services for *[Title of consulting services]* in accordance with your Request for Proposal dated *[Date]* and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

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

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

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Consultant:

Address:

3B. CONSULTANT'S REFERENCES

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

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

Assignment Name:		Country:
Location within Country:		Professional Staff Provided by Your Consultant/Entity(profiles):
Name of Client:		No. of Staff:
Address:		No. of Staff-Months; Duration of Assignment:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services Proposal National level :NRs International Level: (in Current US\$):
Name of Associated Consultants, If Any:		No. of Months of Professional Staff Provided by Associated Consultants:
Name of Senior Staff and 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:		
Key features of the project and services rendered:		

Consultant's Name: _____

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

On the Terms of Reference:

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

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

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

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

3E. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/ Managerial Staff (Expatriate Professionals)		
Name	Proposed Position	Task

2. Technical/ Managerial Staff (Domestic Professionals)		
Name	Proposed Position	Task

3. Support Staff (Domestic)		
Name	Proposed Position	Task

Note: The consultant needs to give account of the works/ jobs proposed for positions, additional input, cost and the work schedule along with justification for new position if additional input/s for any new position is proposed. The additional professional inputs and other proposals shall adjusted in assessment and evaluation of the Financial Proposal.

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: _____

Permanent Staff: Yes/No

(Currently EMPLOYED for more than 12 months is considered as permanent employee of the firm)

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. Use about half a page.]

Education:

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

Employment Record:

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

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]

Day/Month/Year

Full name of staff member: _____

Full name of authorized representative: _____

3G. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

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

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

Part-time: _____

Signature: _____
 (Authorized representative)

Full Name: _____

Title: _____

Address: _____

3H. ACTIVITY (WORK) SCHEDULE

A. Field Investigation and Study Items

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

B. Completion and Submission of Reports

Reports	Date
1. Inception Report	
2. Interim Progress Report (a) First Status Report (b) Second Status Report	
3. Other Report	
4. Final Completion Report	

Section 4. Financial Proposal - Standard Forms

- 4A. Financial Proposal submission form.
- 4B. Summary of costs.
- 4C. Breakdown of price per activity.
- 4D. Breakdown of remuneration per activity.
- 4E. Reimbursable per activity.
- 4F. Miscellaneous expenses.

4A. FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Client]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for [Title of consulting services] in accordance with your Request for Proposal dated [Date] and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of [Amount in words and figures]. This amount is exclusive of the local taxes, which we have estimated at [Amount(s) in words and figures].

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

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

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

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

We remain,

Yours sincerely,

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

4B. SUMMARY OF COSTS

Costs	Currency(ies) ²	Amount(s)	
		Local Currency	Foreign Currency
Subtotal			
Local Taxes			
Total Amount of Financial Proposal:			_____

² *Maximum of three currencies plus the local currency.*

**4C. BREAKDOWN OF PRICE
(SEPARATE SHEET FOR EACH ACTIVITY)**

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

**4D. BREAKDOWN OF REMUNERATION
(SEPARATE SHEET FOR INTERNATIONAL AND DOMESTIC STAFF)**

Names	Position	Input ³	Remuneration Currency(ies) Rate	Amount
Professional staff				
Support staff				
Grand Total				<hr/> <hr/>

³ Staff months, days, or hours as appropriate.

4E. REIMBURSABLES PER ACTIVITY

No.	Description	Unit	Quantity	Unit Price In	Total Amount In
1.	International flights	Trip			
2.	Miscellaneous travel expenses	Trip			
3.	Subsistence allowance	Day			
4.	Local transportation costs ⁴				
5.	Office rent/accommodation/ clerical assistance				
	Grand Total				_____

⁴ Local transportation costs are not included if local transportation is being made available by the Client. Similarly, in the project site, office rent/accommodations/clerical assistance costs are not to be included if being made available by the Client.

4F. MISCELLANEOUS EXPENSES

Activity No. _____ Activity Name: _____

No.	Description	Unit	Quantity	Unit Rate	Total Amount
1	Communication cost between _____ and _____ and all local communication (telephone, telegram, telex, email etc.) facilities				
2	Drafting, reproduction of reports				
3	Equipment: vehicles, computers, etc.				
4	Software				
	Grand Total				

Section 5. Terms of Reference

For Design and Supervision Consulting (DSC) Services

Design and Construction Supervision Consulting Services during Construction for Headworks and Melamchi Diversion Tunnel, Tunnel Contract MDS/DT/02

5.1 BACKGROUND

5.1.1 General Background

There is an urgent need to augment the supply of drinking water for the population of Kathmandu Valley. A severe shortage, particularly in the dry season, is causing great difficulties to 2.5 million the consumers.

The Melamchi River was identified as a feasible source of water for Kathmandu Valley in 1988, and this the Melamchi Water Supply Project (MWSP) was conceptualized. It was established by a subsequent study in 1992 that the project is feasible technically, financially, socially, and environmentally. A Bankable Feasibility Study was done for the Melamchi Diversion Scheme (MDS) by BPC Hydroconsults with Binnie and Partners and others in 1996. Following this, a Final Design Study for the MDS was carried out by NORPLAN in 1999/2000.

The Final Design Study for the MDS, eliminating the hydropower facility and based on water supply component only, has been prepared by NORPLAN and reviewed by Poyry Infra Ag. The present the scope of services and the ToR is based on remaining works under the component construction of Headworks and Diversion Tunnel of the Project related to the design, work plan and time schedule described in the documents of Contract package MDS/DT/02. The Contract was signed between Melamchi Water Supply Development Board and M/S CMC, di Ravenna- the Contractor, on 15 July 2013. The updated progress status of construction of Headworks and Melamchi Diversion Tunnel as of 14 January 2015 is provided in Annex I.

The Tunnel construction contract documents are based on " Condition of Contract for Construction for Building and Engineering Works (Designed by the Employer), Multilateral Development Bank Harmonised Edition March 2006. It is prepared based on drill and blast method for tunnel excavation. The tunnel excavation work including mucking, ventilation, lighting and temporary support etc. will be paid in per running meter length basis. However, the permanent support, concrete lining, rock bolts, etc. will be paid based on the lengths of support classes installed. There are also Employer's Requirements relating to camp construction, management, access road maintenance, and executing the construction works in accordance with the approved Environmental Management Plan, etc. A copy of the Contract Documents will be made available for information on request.

5.1.2 Description of the Overall Project

Melamchi Water Supply Development Board (MWSDB) has been established by the Government of Nepal in November 9, 1998 (2055/7/23 BS) as an implementing agency of Melamchi Water Supply Project. The revised Project comprises three components: Part A: Melamchi Valley Subproject (Subproject I), Part B: Kathmandu Valley Subproject (Subproject II), and Part C: Project Support (Subproject III). Subproject I Comprises: (i) Construction of Melamchi Diversion Scheme to divert about 510 MLD of raw water from the Melamchi Valley into Kathmandu Valley through a 26.1 Km tunnel; (ii) Construction of about 43 km of access roads and upgrading of about 29 km of road to facilitate the construction of the Project facilities and their maintenance; (iii) Construction of a water treatment plant with an initial capacity of at least 170 MLD and expandable to about 510 MLD to treat the raw water; and (iv) Development and implementation of a Social Upliftment Program, including a) buffer zone development, b) rural electrification, c) health, d) education, and e) income generation/community development.

The Project (Sub-Project I) components are as follows:

(I) Melamchi Diversion Scheme (MDS)

A diversion tunnel of cross-section about 12.7 m² to 16.0 m² will transfer water from the Melamchi River at Ribarma by gravity to the Kathmandu Valley at Mahankal Phant (Sundarijal). The diversion structure will include diversion weir, intake, settling basins, river training works and about 26.1 km of diversion tunnel with three de-aeration shafts at designated location, and a short pipeline from the downstream portal to the water treatment plant. The diversion weir is a concrete gravity weir with a masonry core. A normal sloped side intake with trash-rack is to be constructed on the right bank just upstream of the weir. The intake is submerged and has a bedload sluice with a hopper below. Other components of the MDS are, the Headworks Diversion Tunnel and Cofferdams, Access Roads, a Social Uplift Program and an Environmental Management Program.

The first contract for construction of headworks and diversion tunnel was awarded on 19 February 2009 with intended completion date of 2 September 2013. But due to the unsatisfactory performance of the then Contractor, China Railway 15 Bureau Group Corporation (CRCC), the contract was terminated on 25 September 2012. New Contract for the construction works was signed on 15 July 2013 with the Contractor Co-operativa Muratori Cementisti-CMC di Ravenna, Italy. The Intended completion date is fixed at 30 September 2016.

Construction of 18 km long gravelled main Access Road from Melamchi Pulbazar to Timbu was funded by GoN. There are three Adit access roads branching off from the Main Access Road at Bahunepati to Sindhu, Mahankal to Gyalthum and Timbu to Ambathan. In addition a new Adit access road to Outlet Portal to the Sundarijal in the Kathmandu Valley has been constructed. The adit access roads are designed to serve as all weather single lane gravel roads. The maintenance and dust control of these access roads during tunnel construction work shall be done by the Contractor as per the provisions of the Contract.

The tunnel contractor will be responsible for providing power and water supply services for all of the works and to the camps located at the headworks, Adit sites and the outlet portal under the contract.

(II) Water Treatment Plant (WTP)

The WTP is under construction just downstream of Outlet Portal at Sundarijal. It has an initial capacity of 170 MLD, with provision for expansion upto 510 MLD. Access to the WTP has been provided from the new access road that serves the tunnel downstream portal. The main objective of the Water Treatment Plant is to treat raw water from the Melamchi River to meet the World Health Organization Guideline values for potable water. The project is funded by then Japan Bank for International Co-operation (now JICA), and comprises of construction of facilities for the water treatment plant at Sundarijal. An agreement was signed with VA TECH WABAG Limited and Prativa Industries Limited INDIA JV to construct 85 MLD water treatment plant at Sundarijal in stage I on 10th July, 2013. The intended completion date is 21 March 2016.

The NJS (Nippon Jogesuido Sekkei Co.Ltd) in association with Binne Black & Veatch (International) Ltd., Mott Mac Donald International Ltd. and Nepal Consult (P) Ltd is the Design and Supervision Consultant for the Design and Construction Supervision work of Water Treatment Plant.

(III) Social and Environmental Support

A Social Uplift Program (SUP) is being implemented to mitigate direct and indirect negative impacts of Project and to provide sustainable development base for the Melamchi Valley. Hyolmo Sindhu Melamchi Valley Social Upliftment Program Implementation Committee (HSMVSUPIC) is implementing agency for the program in the 14 project affected Village Development Committee (VDC)s of project area in Sindhupalchowk district. Similarly, Mandan Valley Social Upliftment Program Implementation Committee (MVSUPIC) is implementing similar program in 5 VDCs of Kavrepalanchowk District. SUP has been defined as several pre, during and post construction activities to be carried out in the Project area. The program includes components like income generation, buffer zone development, rural electrification,

health and education. Safeguard and Social Development Support (SSDS) Consultant is facilitating implementation of SUP activities.

An Environmental Management Plan (EMP) has been adopted for strict adherence during construction and operation phase. The Engineer shall administer the EMP, continuously monitor and prepare report on environmental issues and instruct the Contractor to apply mitigation measures.

(IV) Next Phase Works

Further to the completion of present works under Sub Project I by MWSDB, it is planned to bring additional 340 MLD water through diversion intakes and some 10 Km long tunnel from Yangri and Larke Rivers to the upstream of headworks at Melamchi River. As per the preliminary design, water carrying capacity of tunnel from Larke River will be 170 MLD and tunnel from Yangri to Melamhi River will be 340 MLD. The major works under second phase will be (i) Construction of diversion intake at Larke River and Yangri River (ii) Construction of tunnel from Larke to Yangri (iii) Construction of tunnel from Yangri to the headworks at Melamchi River (iv) Construction of access roads to the intake sites and location (s) of Access Adit. It will also include the upgrading of existing roads to facilitate the construction of the next phase project facilities and their maintenance; (v) Expansion of water treatment plant at Sundarijal to treat about 510 MLD of water; and (vi) Development and implementation of a social upliftment program in the VDCs clustered in the catchment area of Yangri and Larke Rivers.

5.1.3 Project Organization, Funding Agencies

The Melamchi Water Supply Development Board (MWSDB) constituted by formation order, 2055 of GoN is an autonomous body under the Ministry of Urban Development (MoUD), is responsible for the planning and implementation of the overall Project and is designed to act as the Employer. MoUD is the Executing Agency for the Project. The day to day management of the Project is carried out by Project Management Unit (PMU).

The Asian Development Bank (ADB) is the main funding agency and is entrusted with additional role for overall coordination among the funding agencies. The contributors, in the funding, apart from GoN are as follows:

Component I, MDS	: ADB, NDF and OPEC Fund
Component II, WTP	: Japan Bank for International Cooperation (JBIC)
Component VI, SUP, EMP	: ADB

Revised project cost is \$287.48 million inclusive of the Water Treatment Plant (reduced size 85 MLD) construction at Sundarijal.

Funding Arrangement

Agency	Amount in Million US Dollars		
	Sub Project I	Additional Financing	Total
ADB	128.80	25.00	153.80
Govt. of Nepal	87.00	13.08	100.08
JBIC	47.50		47.50
JICA			
OPEC	13.60		13.60
NDF	10.50		10.50
Total	249.4	38.08	287.48

5.2 DESCRIPTION OF MELAMCHI DIVERSION SCHEME

5.2.1 Description of the Scheme

The Melamchi Diversion Scheme project is located in Kathmandu and Sindhupalchowk District in the Central Development Region of Nepal. The intake site is located in the upper part of the Melamchi River basin near the left bank of Riberma River at the confluence with this river about one km north west of Dorin village and about 0.5 km south east of Ghwakang village at an elevation of about 1425 m AMSL. The project area stretches from the intake at Melamchi river to the outlet at Sundarijal- a place about 14 km north-east of Kathmandu down town area.

Further to the base data provided in Section 5.1.2; hereunder the tunnel is being constructed from three adits in addition to the portal at the downstream outlet near Sundarijal. A Location Plan showing the scheme components and tunnel alignment in satellite image is presented in Fig 5.1.

Access to the Melamchi Valley is from the Arniko Highway near Lamidanda, along the existing road to Melamchi Pul Bazar.

All roads to the headworks, adit portals and outlet portal have been constructed and handed over to the Contractor for regular operation maintenance.

5.2.2 Contract to be supervised and design service to be performed

The construction contract is comprised of the following main components:

Tunnel Contract No. 2 (MDS/DT/02)

The Headworks and Diversion Tunnel Contract includes works related to ;

- Operation and Maintenance of camps at Ambathan, Gyalthum, Sindhu, Sundarijal and maintenance Melamchi Pull Bazar Employers camp.
- Adits tunnel at Ambathan, Gyalthum and Sindhu, of 18.4 m² cross sectional area
- Diversion tunnel of 12.7m² cross section and length approx. 26 km.
- Tunnel flushing system at Ambathan adit site.
- Headworks and river training and intake with de-sander basin at Ribarma.
- Hydraulic steelwork: supply and installation at Headworks, Ambathan, Gyalthum, Sindhu and Sundarijal portals.
- Pipeline of 1.6 m diameter from tunnel outlet portal to WTP, approximate length 255m
- Gate valve arrangement at portals and spillway/bypass flushing system at Adit Portals including Bagmati River, other control works at downstream and Portal at Sundarijal
- Maintenance of access roads.
- Construction Supervision of miscellaneous works.

Other important components of the contract that will require the Engineer's supervision are spoil tips and quarries, environmental management etc.

The design for the tunnels was prepared suitable to tendering process. Further detailed design suitable for construction will be carried out by the DSC during construction period.

The DSC services contract will interface with:

- Access roads: All access roads to be usable during entire contract period including Defect Liability Period
- Social Uplift Program (SUP) being implemented simultaneously and is an integral part of the Melamchi Water Supply Project.
- Tunnel construction contract
- The MWSDB Project Management Consultants (PMC) contract.
- Other miscellaneous civil works

The MDS Headworks and Tunnel construction Contract is based on the FIDIC " Condition of Contract for Construction for Building and Engineering Works (Designed by the Employer), Multi Lateral Development Bank Harmonised Edition March 2006." The general organization chart for the supervision services for the tunnel construction works is shown in Fig. 5.2.

5.2.3 Intended Work Plan and Time Schedule

The construction contract is based on 24 hours per day (3 shifts), 7 days a week schedule. The tunnel construction work is going on from 7 faces of water tunnel. A total remaining contract time of about 30 months (including DLP) is expected, including one year defects notification period. But during the monsoon season (June to September), there may be reduced activities within the contract at the Headworks and other places outside tunnel. The team composition during the defect notification period will consist of limited number of professionals as per the requirement.

5.3 INPUTS FROM THE CLIENT AND THE CONTRACTORS

The Client shall provide the facilities and inputs as mentioned in para 1.5 of the Data Sheet of the Information to Consultants.

5.4 OBJECTIVES

The overall objective of the DSC services is to ensure design and supervision of the construction works in a timely manner with quality, safety, cost control and with strict adherence to environmental requirements as set out in the contract and the approved EIA study Report. Approved EIA Report can be viewed / downloaded from MWSDB web site at www.malamchiwater.org

Fig 5.1: Location Plan showing the Scheme Component

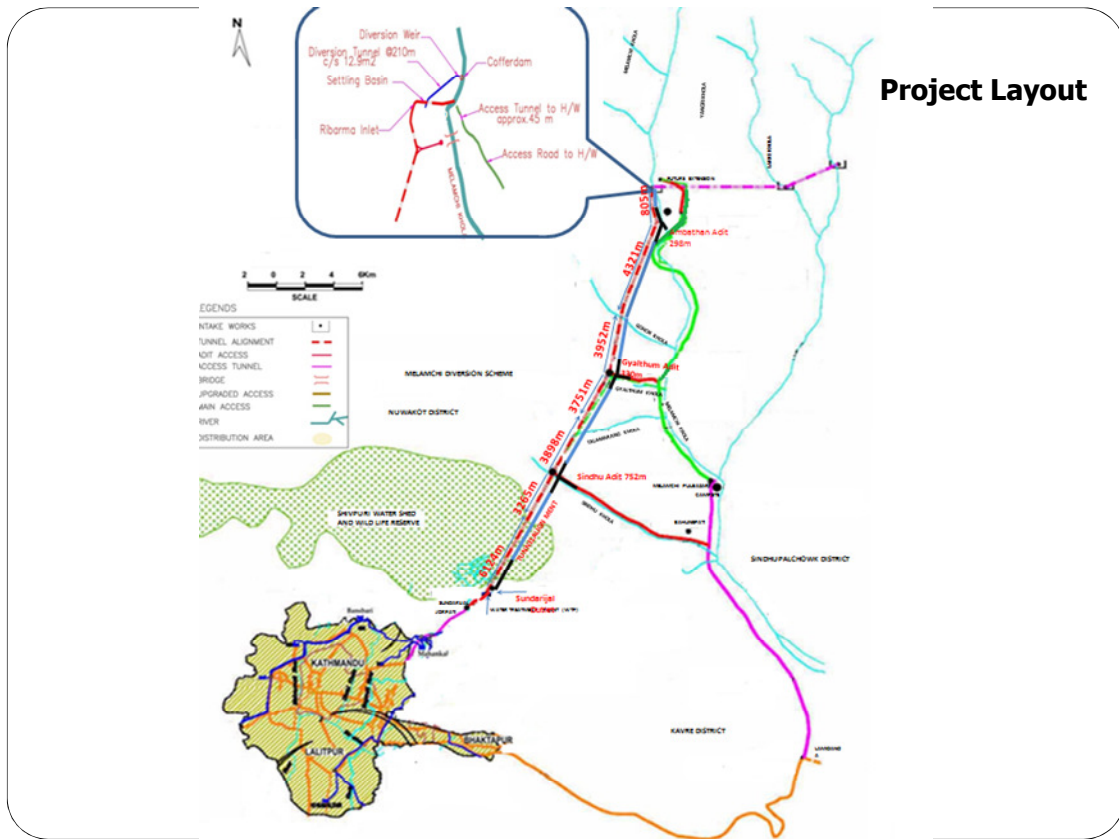
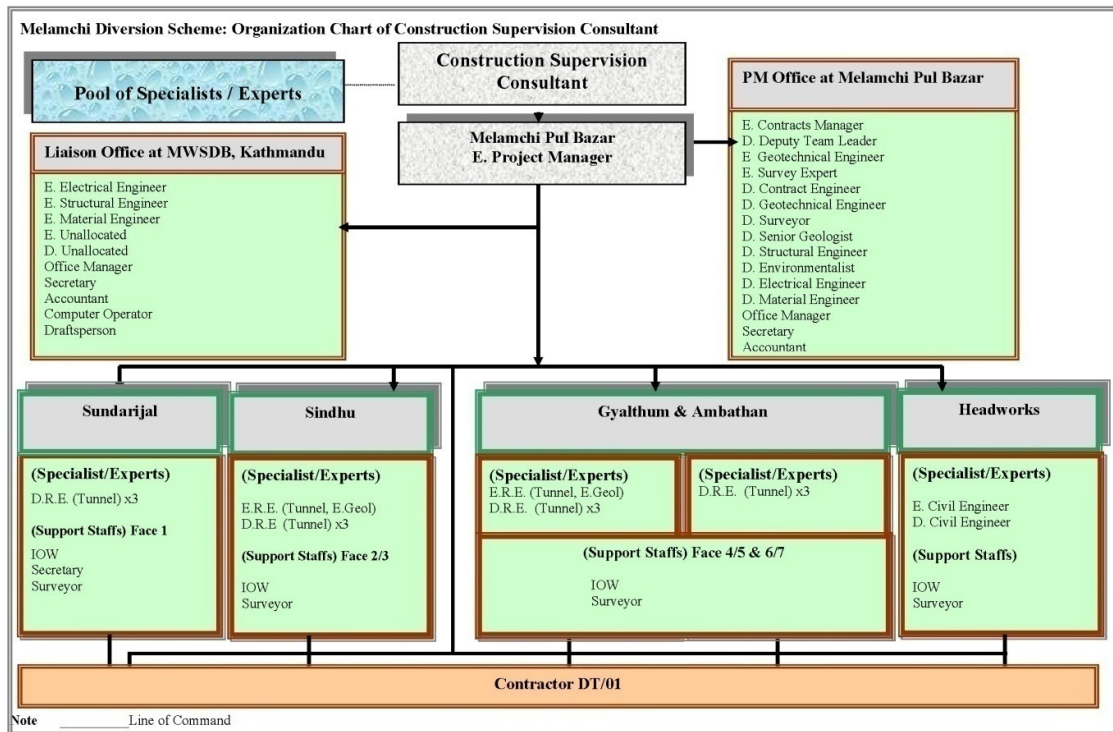


Fig 5.2 : The general organization chart for the supervision services for the tunnel construction works



Note:
 E: Expatriate
 D: Domestic
 IoW: Inspector of Works
 RE: Resident Engineer

5.5 SCOPE OF WORK

5.5.1 General

The DSC Consultant “the Engineer” and represent the Client in the construction contract in accordance with the mandate set out in the FIDIC standard Conditions of Contract "Conditions of Contract for Construction for Building and Engineering Works (Designed by the Employer), Construction Contract Multilateral Development Bank (MDB) Harmonised Edition (Version 3 :June 10 Harmonized Red Book) ,. Accordingly, the Consultant, hereinafter called “the DSC”, shall have the full responsibility for the professional quality and sufficiency of the supervision with respect to progress, quality of materials and work, measurements of quantities, costs, and legal aspects related to the contract and compliance with Environmental requirements. In case of anticipated cost over-runs the DSC shall immediately inform the client and suggest mitigation measures wherever possible. Supervision shall be carried out on each section of the site where major work is underway..

In addition to the supervision tasks defined above, the DSC shall provide design services for the works during construction in order to competently and efficiently respond to meet the changing ground conditions as the tunnel advances forward under contract. The Consultant shall provide intermittent inputs in the evaluation of bids as well as contract negotiations and construction supervision of other works, if required.

The Consultant shall review and update, as deemed necessary, the comprehensive “**Project Construction Supervision Manual**” within one month of the commencement of the supervision services. The Consultant shall takeover the responsibility within 15 days of signing the contract.

5.5.2 Specific Tasks

The key activities of the DSC shall especially include, but are not limited to:

- a) Tunnel Construction Contract Procurement, Detailed Design and Drawings

The DSC shall review the tender drawings and the Final Design Study Reports prepared earlier, if required.

Following the review, the DSC shall prepare a “Design Review Report” of the remaining works including but not limited to the following;

- Extent to which the drawings and design may be insufficient for construction.
- Identify any additional drawings required and provide schedule of such drawings required.
- Scope of further detailed design calculations as and when required.
- Identify any implications to the contract price and risk profile of the contract.

Detailed design shall at least involve;

- Design of the temporary/permanent cofferdams at the Headworks
- Design review of weir, intake, desander basin, retaining walls, protection works etc. at Headworks
- Review of permanent ground support design based upon ground and rock mass classes
- The necessary analysis and calculation for detailed design of all elements of the works
- Preparation of “for construction” drawings based on the “for tender” drawings and the DSC’s detailed design,
- Existing observations, investigations and mapping or site conditions as they are revealed and as they impact on the design and execution of the Works.
- Design and instruction of permanent ground support work.
- Update of groundwater inflow, grouting and permanent support design and quantity estimates based upon observations from the excavation of adits.

- Provide such additional drawings or amendment to drawings, if the DSC deems necessary, for efficient execution of the works.
- Check and approve working drawings and shop drawings prepared by the Contractor or suppliers. Interpret and expand on or modify existing designs/drawings, as required. If needed, the DSC shall provide at the approval of the client a suitably qualified and experienced senior engineer familiar with the scope of the works to assist the MWSDb in the procurement of the Tunnel Construction Contract and evaluation of the bids. The DSC shall attend such meetings and review the available documentation necessary to allow them to provide advice to the client on the selection of the tunnel construction contractor. Where practical, the staff involved in the evaluation of the bids shall also be assigned to the DSC services.

b) Work Program

Critically review the contractor's work program based on the targeted completion date and to ensure that it realistically reflects the available resources. Take measures as the Engineer to maintain the programme in accordance with the Clients' project programme and requirements.

c) Discrepancies and Omissions

In consultation with Client and the Contractor as required, resolve discrepancies and omissions or clarify the contract documents.

d) Inspection of Goods

Inspect and approve goods and material at the production site or upon arrival at construction site as the case may be and control test certificates provided by the contractors and suppliers, supervise and/or order additional tests as required.

e) Ongoing Construction Inspection

Carry out the day to day inspection of construction work with respect to adherence to the contract conditions, Employer's requirements and design including environmental measures.

The inspection will include quality control (using appropriate report formats, and field and laboratory test forms), work measurements, record keeping (i.e. events beyond the Contractor's control), and daily progress. Issue site instructions as necessary to ensure that the Contractor remedies any defects, and monitor the remedial action. Maintain a photographic and written record of construction activities and progress.

Environment protection clauses are included in the Construction Contract documents. The Consultant will monitor the Contractor's implementation of such environment protection Clauses, will issue site instructions as necessary, and will monitor the implementation of such site instructions. Such tasks shall include, but not be limited to:

- Frontline monitoring of the Contractor's performance on meeting provisions of contract documents and approved Environmental Management Plan (EMP)
- Frontline monitoring of the effectiveness of the mitigation measures
- Instructing the Contractor on necessary actions and corrective measures to comply with the EMP
- Assist to MWSDb in maintaining good relationships with people's consultative groups
- Participation in the site monitoring carried out by MWSDb, Project Management Consultant, and Panel of Experts etc.
- Preparation of monthly monitoring report with list of compliance and non-compliance works with recommendations.
- Monitoring and tracking of trends in as constructed quantities compared with the Bill of Quantities.
- Maintaining up to date geotechnical sections of tunnel ground conditions and rock mass conditions during excavation. Sections to include support installed groundwater ingress and grouting, instrumentation results and other geotechnical conditions. The long

sections shall be maintained so as to provide early warning of escalation in quantities and data for evaluation of any ground related claims during tunnelling.

f) Tunnel Headings Ground – Ground Conditions

Supervise observation and monitoring of on-going tunnel conditions during construction at all headings with respect to integrity of the ground for the purpose of determining timely and efficient application of the temporary and permanent support system for the advance on each tunnel face. The DSC's Geotechnical Engineer/ Geologist will lead the rock face mapping task jointly with the Contractor's Geotechnical Staff. The Contractor will do mapping and propose lining details accordingly as well as deliver the data of geological mapping to DSC for reporting.

The Contractor shall inspect excavation surfaces jointly with the Engineer as soon as practicable after each blasting round.

g) Tunnel Support Design

The tender drawings for the tunnel contract provide indicative details of design for different classes of ground conditions and different support systems.

The Contractor shall propose and the Engineer shall review and approve as appropriate the selection of initial (temporary) ground support to be applied to the excavated tunnels. In situations where the Engineer and Contractor do not agree on the selected lining detail, the Engineer's opinion shall prevail, and the Contractor shall proceed to install the lining accordingly.

The DSC shall be responsible for the design and nomination on Site of the permanent support to excavations which the Contractor shall supply and install.

h) Site Meetings and Management Meetings

Resident Project Manager (RPM) or Deputy RPM shall lead regular site meetings and management meetings, prepare the minutes of such meetings in standardized format, and proactively manage the execution of agreed actions.

i) Measured Work

Works requiring measurement shall be measured by the Contractor and supervised by the Engineer. Work completed shall be clearly indicated on 'As Built Drawings' maintained by the Engineer and up dated on monthly basis as a record of work done.

j) Variations and Claims

Issue variation orders as required. The DSC shall obtain prior approval of the Client before taking any actions under relevant Clauses of the Civil Works Conditions of Contract (Refer to relevant Clauses of the Conditions of Particular Application of the Civil Works Contract Documents). The Engineer's authority and delegated responsibilities has been advised in writing to the former DSC and copied to the Contractor before the commencement of the Tunnel Contract. The Employer will review such authority and delegated responsibilities, if required and advise accordingly to DSC and inform the contractor of the same.

The Consultant shall examine and assess the claims and time extension requests of the Contractor and recommend his findings to the Client. In the event of any arbitration or litigation procedures, provide assistance to the Board of Arbitration or Court of Law, if so requested by the Client. Also the consultant shall prepare the Employer's claims, if any.

k) Payments to Contractor

The DSC checks payment claims, guarantees, performance bonds, and all other required documentation against the contract, including the monthly progress payment submitted by the Contractor. Also, endorse payment of such amount of the claim as is adequately documented and supported in accordance with the contract.

l) Coordination with Other Contracts

Support coordination of the interface between the tunnel contract and others and together with the Engineer of any other contracts interfacing with the tunnel contract (water treatment plant, access roads, EMP and SUP activities etc.) and provide necessary co-ordination between these contracts.

m) Account of Expenditures

Carry a running account of expenditures for the construction contract. Additional work (variation orders) shall be shown separately.

n) Communication with the Client, Monthly Meetings

Besides, regular contacts, the Engineer shall inform and consult with the designated representative of the Client without delay in case of major events threatening in successful and timely completion of the works. The Engineer shall participate in monthly progress/coordination meetings with the PMU to be held in Kathmandu and make a short presentation on progress, problems, remedial action proposed, interface issues, and any other matters that should be considered by the meeting.

The consultant will also provide timely component wise information for project use in the MIS format established by the PMU. Submittals and reports will be generally forwarded to project headquarters both hard copy and electronic media.

o) Taking-Over

To Carry out inspection and report to the Client prior to formal taking – over (all or part of the works), and issue defects corrections notice as required. Participate in final joint inspection and issue Taking–Over Certificate.

p) Defects Notification Period

During Defects Notification Period (one year for civil works), to provide intermittent inputs for inspection and reporting on condition of the components and defects found.

5.5.3 Training

The key training program delivered under the contract by the DSC is to be specifically focused on tunnel construction supervising issues. It is envisaged that the training program will be carried out early in the contract period primarily for the benefit of the MWSDB staff.

The proposed training program sessions will be clearly defined by the Engineer's proposal and shall include but not limited to the subjects of:

- Understanding and use of FIDIC
- Monitoring and reporting
- Quality control/quality assurance
- Establishing and maintaining schedules
- Risk identification/assessment and management
- Cost development/management/reporting
- Payment schedules and cost tracking
- Change orders/variations management
- Claims mitigation
- Arbitration proceedings review

- Project management and administration, including cost control and financial management
- Environmental management

5.5.7. Confirmation to Designs

The design review report of the DSC shall make clear comments on the design and drawings prepared by NORPLAN A.S and updated by current DSC (POYRY Infra AG, POYRY Environmental OY and Hifab International Ltd. in association with Multi Disciplinary Consultants (P) Ltd.) as issued for Bidding of the tunnel construction contract.

The Person-month assessment shown under section 5.8 includes the staff resources to examine and to gain the needed level of confidence in the design document for implementing under field construction conditions.

5.6 SECURITY

Civil unrest and insurgency has occurred in and around the Melamchi valley in the past. All parties to the Contract acknowledge the prevailing good security situation in the project area. The Consultant shall closely monitor the stipulations of Security Clause(s) provided in the Conditions of Contract of Contract No. MDS/DT/02.

5.7 REPORTING AND DOCUMENTS

The Consultant shall prepare the following documents:

- Monthly Reports – 10 copies
- Tender Design Review Report – 5 copies (If needed)
- “For construction” drawings – 5 copies
- Reports as needed on the Contractors' variations and extensions claims – 10 copies
- Quarterly Reports – 10 copies
- Annual Reports (instead of each 12th Monthly Report) – 10 copies
- As built drawings including geotechnical map, long-sections and records – 10 copies
- Operation and Maintenance Manual – 5 copies
- Completion Report – 10 copies
- Final Report – 12 copies
- Progress Certificates on Completion/Acceptance – 5 copies
- Statement at Completion Certificate – 5 copies
- Taking Over Certificate – 5 copies
- Performance Certificate – 5 copies

In addition, electronic copies will be provided for each document and the DSC shall maintain an electronic safe backup of all contract related documentation. The DSC shall be responsible for maintaining the official record of all correspondence relating to the MDS works under their supervision.

Claim reports will include an analysis of the claim, and the Engineers recommendation as to whether the claim should be accepted, partly accepted, or rejected and the Contractors entitlement under the contract.

The Monthly Report will include, but not be limited to the following:

- A brief description of the monthly achievements (with photographs), ,
- Comments on the quality of the monthly work,
- A bar chart showing planned and actual progress and costs,
- Tables and charts of expenditure showing planned and approved payments,
- A record of climatic and, if appropriate, river flow conditions, and
- A record of the monthly claims for variations or extensions of time

The Monthly Report will be submitted within 7 days of the end of each month

To suit the Nepal Financial Year, the July Monthly Report will be replaced by an Annual Report. The Annual Report will be an accumulation and analysis of the information in the year's Monthly reports, and will summarize the financial information of the Contract. The annual report will include forecasts of quarterly expenditure to the end of the Contract, and the estimated final Contract Price. The Annual Report will be delivered to the Employer within 1st week of the following month (within 7 August every year).

The Quarterly Report shall form the basis of the consultant's presentation to the quarterly co-ordination / program meetings. The report will detail progress, problems, remedial actions proposed, interface issues and any other matter that should be considered in the meeting.

The Completion Report shall be issued within one month after issuing of the Taking-Over Certificate for the civil construction contract. The Reports will summarize or accumulate as appropriate, the records of the Monthly Reports including analysis of relevant events actions and impacts. In addition, the Completion Report will include but not limited to;

- A record of changes of design criteria or of design with reasons
- Records of labour used
- Progress records for different types of work, and
- As Built Drawings

The Completion Report will be prepared first as a Draft and after review a Final.

An Operations and Maintenance Manual shall be prepared for the Tunnel Diversion Scheme. The Manual shall contain information provided by the Contractors and suppliers. It shall contain sections describing:

- The operation of the system to ensure water is properly diverted to the intake structure and through the tunnel.
- The operation of the system to ensure flushing and by-pass problems are minimized,
- The operation of the system in the event of power failure.
- System maintenance, and
- System trouble shooting
- Operation & Maintenance and Repair manuals of the major components of the project.

The Manual will be prepared firstly as a Draft and after review a Final.

The Final Report shall be provided within one month after issue of the Performance Certificate for the civil construction contract. The report shall contain details of remedial works carried out by the Contractor to rectify any defects found during the Defects Liability Period. The report shall also contain a summary of the Final Statements.

The Final Report will be prepared firstly as a Draft and after review a Final. Five copies of each report and payment certificate except defined otherwise elsewhere will be submitted to the Client.

Key Personnel and Sub- consultants

5.8 PERSON-MONTH ASSESSMENT

Evaluation of the DSC services proposal shall be based on the suggested inputs for each of the international and local consultant's category as suggested below. Consultants may make their own assessment for the person month requirements to undertake the given task. Any suggestions of Consultant to alter the person-month allocation in order to improve the Terms of Reference can be discussed during the contract negotiations in accordance with para 6.2 of the Information to Consultants. Suggested inputs are as follows:

Description	Man Month
A. Expatriate Professionals	
Resident Project Manager(RPM)	21
Tunnel Engineer I (Ambathan and Gyalthum)	21
Tunnel Engineer II (Sindhu and Sundarijal)	18
Resident Engineer (Civil and Structural Engineer)	18
Geotech Engineer/ Civil Engineer (for Headworks)	6
Contract Manager/ Claim Management Specialist	10
Electrical engineer/Instrumentation Engineer	12
Mechanical Engineer	12
Survey Expert	6
Material Engineer	3
Unallocated manpower	25
Design Manager/ Structural Engineer	7
Total	159
B. Domestic Professional Staff	
Deputy Resident Project Manager (RPM)	22
Contract Manager/Claim Management Specialist	18
B.1 Adit Site Staff	
RE/Tunnel Engineer/Geologist I	30
RE/Tunnel Engineer/Geologist II	18
RE/Tunnel Engineer/Geologist III	18
RE/Tunnel Engineer/Geologist IV	18
RE/Tunnel Engineer/Geologist V	18
RE/Tunnel Engineer/Geologist VI	18
RE/Tunnel Engineer/Geologist VII	18

Description	Man Month
RE/Tunnel Engineer/Geologist VIII	18
RE/Tunnel Engineer/Geologist IX	18
RE/Tunnel Engineer/Geologist X	24
RE/Tunnel Engineer/Geologist XI	18
RE/Tunnel Engineer/Geologist XII	18
B.2 Headworks Site Staff	
Resident Engineer (Civil engineer) for headworks)	18
Structural Engineer/ Civil Engineer	18
Geo Technical Engineer	18
B.3 Other Staff	
Survey Expert (Survey manager/Senior Surveyor)	18
Environment Specialist	18
Electrical Engineer/ Instrumentation Engineer	12
Mechanical Engineer	12
Material Engineer	18
Safety Engineer	9
Unallocated	38
B.4 Design services during Construction	
Civil Engineer/Structural Engineer)	12
Total	465

5.9 CONSULTANT STAFFING QUALIFICATIONS

a. Resident Project Manager

The Resident Project Manager (RPM) must be a civil engineer with at least Bachelor Degree in Civil/ Tunnel/ Geotechnical Engineering and who has demonstrated work experience related to design/construction/supervision of tunnel works of which a minimum of 5 years has been in the capacity of a team leader or a Resident Project Manager. More point will be given for management skills/Contract management experiences and relevant trainings in the related field than just for team leadership. The RPM should have project management expertise and should possess strong skills related to planning and programming, coordination of inputs, contract management, interfacing of inputs and components, progress tracking, reporting and maintaining good relationships with the client, donors, and all project stakeholders. The RPM's CV should strongly demonstrate specific achievements as team leader in the past. It is important that the R P M has experience in handling projects of similar cost scale and projects requiring coordination between various interfaces of the contract. The R P M should show experience of working in implementing similar projects in developing countries and in similar geographical and topographical settings. The R P M should possess good report writing skills in English language. He should have work experience of not less than 20 years and at least 10 years of specific experience related to the design/construction supervision of tunnel in NATM in similar scale projects.

b. Tunnel Engineers/Geologists

The Tunnel Engineers/ Geologists will act as the Resident Engineers (RE). The R E should be a graduate (minimum Bachelor's degree) in civil engineering or engineering geology. S/he should have total minimum work experience of 10 years minimum 5 years of experience in construction supervision of tunnelling works. The RE should demonstrate the projects with cost more than 25 million US\$ and the relevant trainings in which he was engaged. The R E will be the Engineer's Key Representative at site during the tunnel construction period and will continuously assess the geological conditions perceived during the excavation phase, evaluate the tunnel lining needs, monitor the shotcreting and rock bolt installation, assess the rock competency and monitor the rate of advance during construction. The R E shall also monitor and report on the site safety measures during construction.

c. Resident Engineer (Civil / Structural Engineer)

The Resident Engineer (RE) should be at least Bachelor in civil engineering. S/he should have minimum total work experience of 10 years and a minimum of 5 years of experience in the design/construction supervision of, hydraulic structures, headworks, de-sander basins and river training works. S/he should have work experience in Contract administration/ management in different projects and the RE should demonstrate of supervising projects with cost more than US\$ 25 million and the relevant trainings in which s/he was engaged. The R E will be the Engineer's Key representative at site during the construction of headworks and will continuously assess the conditions perceived. The RE shall also monitor and report on the site safety measures during construction.

d. Geotechnical Engineer

The Geotechnical/ Structural Engineer should possess at least a Bachelor's degree in Civil Engineering/ geology/ geotechnical and should have minimum work experience of at least 10 years and 5 years in design, construction supervision of geotechnical related matter of Headworks, dams river training etc. S/he should demonstrate the projects with cost more than US\$ 25 million and the relevant trainings in which s/he was engaged and also management the management skills in different projects. S/he should have tunneling experience, including geotechnical investigations, design, construction supervision and quality control. The Engineer will be responsible for initial reviews of the design, develop procedures for selection of tunnel linings, review of shop/ fabrication drawings and provide design related orientation to the RE.

e. Contract Manager/ Claims Management Specialist

The Contract Manager (CM) should be at least Bachelor in civil engineering and should have a minimum 10 years experience in contract management under FIDIC documents. The CM should have experience in preparing variations, claims, negotiations, etc in the scale of projects not less than 25 million US\$,. The CM should be able to advise the tunnel contract expert and participate in negotiations for work variations and should be well informed of major pitfalls related to cost of large scale contracting and construction issues. The CM should have extensive experience in assessing claims of contractors with respect to the specifications, plans and conditions of contract under FIDIC guidelines.

f. Electrical Engineer

The Electrical Engineer should be graduate electrical engineer (minimum Bachelor's degree) with a minimum of total 10 years work experience. S/he should have minimum specific experience in tunnel and site lighting, ventilation and site wiring of 5 years. S/he should demonstrate the experience in general site management skills and related safety matter in the project work and also relevant trainings in which he was engaged. The Electrical Engineer will provide support to the Team Leader, review contractor's submittals, and support the project needs on electrical power, lighting, ventilation, and communication including the online integrated monitoring system. The applicant should be broadly experienced in Electrical Engineering including investigations, design, construction supervision, and quality control. S/he should be responsible to plan/ layout, design installation and commissioning of all Electrical systems in the project work.

g. Mechanical Engineer

The Mechanical Engineer should be Graduate in mechanical Engineering (minimum Bachelor's degree) with a minimum of total 10 years work experience. S/he should have minimum specific experience in hydraulic structures of Headworks and Tunnelling works (design, construction supervision and quality control in related mechanical works) and experience in S3 system. S/he should demonstrate the experience in general site management skills and related safety matter in the project work and also the relevant trainings in which s/he was engaged. The Mechanical Engineer will provide support to the Team Leader, review contractor's submittals, and support the project needs on all mechanical related matters. The Mechanical Engineer should be broadly experienced in Mechanical Engineering including investigations, design, construction supervision, and quality control. S/he should be responsible to plan/ layout, design installation and commissioning of all Mechanical systems in the project work.

h. Survey Expert

The Survey Expert should have at least Bachelor Degree in related field. The Survey Expert should be a qualified, licensed surveyor with a minimum work experience of 10 years and with a minimum specific experience of 3 years in the related field. S/he should have experience in survey of tunnels. S/he will review contractor's survey, quantity control/ quality assurance program including survey control points, laser equipment use and calibrations procedure, and periodically review field verification program.

i. Materials Engineer

The Materials Engineer should be graduate engineer (minimum Bachelor's degree in Civil Engineering) with a minimum of 10 years of total experience and 5 years of specific experience in related work. S/he should have adequate experience in the quality control tests of civil/ tunnelling works. S/he should be experienced in the monitoring and conducting field and laboratory tests related to the strength of various construction materials and constructed components.

B) Domestic Consultants

a. Deputy Resident Project Manager

The Deputy Resident Project Manager (DPRM) will be the counterpart of the RPM and assist him/ her as well as act on behalf of him/her in his/her absence. The DPRM should be a graduate Civil engineer (with at least Bachelor's degree) and a minimum experience of 10 years. He should have specific experience in engineering services on managing large construction projects. She should have overall work experience of 10 years in management of large construction projects (≥ 25 million US \$) in dam or hydropower /tunnel related project. He/she should have work experience as Team Leader in similar project.

b. Resident/ Tunnel Engineers

The Tunnel Engineer should be at least Bachelor in civil engineering or engineering geologist with minimum 10 years work experience with 3 years of specific experience in tunnel works. The RE should have assessed the geological conditions perceived during the excavation phase, evaluated the tunnel lining needs, monitored the shotcreting and rock bolt installation, assessed the rock competency and monitored the rate of advance during construction. The TE also should have, experience monitored and reporting on the site safety measures during tunnel construction work.

c. Materials Engineer

The Materials Engineer (ME) shall be a graduate engineer (minimum Bachelor's degree in Civil Engineering). S/he should have at least 10 years of overall with at least 3 years of specific experience in material testing and quality control of the construction works. S/he shall have the overall responsibility of assuring quality control of civil works. S/he should have experience in overseeing concrete mix design, assuring the quality of materials used for the construction of tunnels and all other works in the project. S/he should have expertise in supervising/ carrying out of laboratory tests necessary to control the quality of materials used in the works and also monitoring and reporting on the quality of works being carried out. The Materials Engineer should have experience in quality control of works similar to tunnel construction, and materials testing.

d. Contract Manager/ Claim Management Specialist

The Contract Engineer should have a relevant degree (minimum Bachelor's degree) in engineering or construction management or other related field.. S/he should have an overall minimum experience of 10 years in the execution of civil works and minimum.5 years of specific experience in management. The CM should have extensive experience in assessing claims of contractors with respect to the specifications, plans and conditions of contract under FIDIC guidelines.

e. Resident/ Civil Engineer

The Civil Engineer shall be at least Bachelor in civil engineering and should have work experience of at least 10 years. S/he should have experience in the construction of hydraulic structures. S/he should have 3 years of experience in the construction supervision of headworks, tunnel works and other hydraulic structures including River Training Works.

f. Structural Engineer

The Structural Engineer (SE) should be a graduate engineer (minimum Bachelor's in Civil Engineering degree) with work experience of not less than 10 years and a minimum of 3 years specific experience. S/he should be experienced in design and supervision of hydraulic structures and in tunnel projects, and must possess experiences and skills to provide an overview on monitoring of construction works. S/he should be aware of construction problems and constraints of tunnel work. The SE will provide support to the RPM. The person should understand the strong linkages of construction activities to social and environmental problems.

S/he should be broadly experienced in Civil Engineering works including investigations, design, construction supervision, and quality control in confined work space.

g. Electrical Engineer

The Electrical Engineer (EE) should be a graduate electrical engineer (minimum Bachelor's degree in Electrical Engineering) and should have total work experience of at least 10 years and specific experience of 3 years. S/he should have experience in tunnel and site lighting, ventilation, site wiring and communication. The EE will provide support to the expatriate counterpart staff. The EE should be broadly experienced in Electrical Engineering related works including investigations, design, construction supervision, quality control, and safety.

h. Material Engineer

The Materials Engineer (ME) shall be a graduate engineer (minimum Bachelor's degree in Civil Engineering). S/he should have at least 10 years of overall with at least 3 years of specific experiencing in material testing and quality control of construction works. S/he shall have the overall responsibility of assessment of quality of materials to be used for permanent works of the project, approval and assurance of quality of works. S/he should have experience in overseeing concrete mix design, assuring the quality of materials used for the construction of tunnels and all other works in the project. S/he should have expertise in supervising/ carrying out of laboratory tests necessary to control the quality of materials used in the works and also monitoring and reporting on the quality of works being carried out. The Materials Engineer should have experience in quality control of works similar to tunnel construction, and materials testing.

i. Mechanical Engineer

The Mechanical Engineer (ME) should be a graduate electrical mechanical (minimum Bachelor's degree in Mechanical Engineering) and should have QA/QC work experience of at least 3 years specific experience and overall experience of 10 years. S/he should have experience in mechanical works related to headworks and water tunnels. The ME will provide support to the expatriate counterpart staff. The ME should be broadly experienced in Mechanical Engineering related works including investigations, design, construction supervision, quality control, and safety.

j. Geotechnical Engineer

The Geotechnical/ Structural Engineer should possess at least a Bachelor's degree in Civil Engineering/ geology/ geotechnical and should have minimum work experience of at least 10 years and 3 years in design, construction supervision of geotechnical related matter of Headworks, dams river training etc. S/he should have tunneling experience, including geotechnical investigations, design, construction supervision and quality control. The Engineer will be responsible for initial reviews of the design, develop procedures for selection of tunnel linings, review of shop/ fabrication drawings and provide design related orientation to the RE.

j. Survey Expert

The Survey Expert should be a qualified surveyor with an experience of at least 10 years in survey works. S/he should have a minimum 3 years experience in survey of tunneling works.

k. Environment Specialist (ES)

The Environment Specialist (ES) should be a graduate (minimum Bachelor's degree) in Environmental Science or Engineering with an experience of at least 10 years and a minimum of 3 years of specific experience. S/he should have expertise in monitoring the compliance of Environmental Management Plan (EMP). S/he should also have a forward outlook and should be proactive in identifying potential problems as a consequence of the project activities. The ES should have a strong background knowledge and expertise in conducting IEE/ EIA studies, designing of environmental management plans, programs and mitigation measures. The ES

should also have skills related to the recording and reporting of environmental information due to project activities. Also, Environment Specialist should be well versed in general environmental issues related to large construction projects

I. **Safety Engineer**

The safety Engineer should have a Bachelor Degree in related field. He should have overall experience not less than 10 years and a minimum of 3 years of specific experience in safety related matter in civil ENGINEERING construction projects. Experience in tunnel construction project is advantageous.

5.10 Terms of Reference (ToR) for Individual Professionals

5.10.1 Expatriate Professionals

The tasks of the Consultant's team members shall include, but not be limited to:

Resident Project Manager/ Team Leader

- Set up an effective organizational structure. Prepare and implement all administrative systems and procedures needed to ensure the effective design and supervision of the contract works in accordance with the scope of work and with acceptable international standards.
- Maintain proper filing and reporting systems. Coordinate with The Client on MIS procedures, website information, and records maintenance.
- Liaise with the Client, the Project Management Consultant and other consultants as well as line agencies with respect to the matters related to the Project.
- Resolve any discrepancies and omissions in the contract documentation including design drawings and technical specifications.
- Proactively pursue, evaluate and make recommendations for value engineering initiatives.
- Attend site/progress/quarterly meetings. Make presentations on progress/problems, remedial actions proposed, interface issues, and any other matter that should be considered in the meetings.
- Critically review Contractor's work programs based on targeted completion date and ensure that the programs realistically reflect the available resources.
- Prepare and issue design and drawings to the Contractor as required.
- Carry out regular supervision of the works. Issue defect correction measures as required.
- Provide proper and timely instruction to the Contractor
- Provide advice to the Client as required.
- Assist DB and Arbitration Tribunal as and when asked by the Employer.
- Prepare reports and ensure that such reports highlight any impediments to the quality and progress, and provide plans for remedial actions.
- Review measurements and certify payment certificate for the completed works
- In the event of disputes, provide assistance to the Client.
- Ensure proper coordination of inputs of the team members.
- Prepare and submit 'As Built Drawings'
- Issue instructions, issue determinations and variation orders
- Certify progress payments.
- Prepare O&M and Repair Manuals and submit to Employer
- Assess the completed works and issue Taking-Over and Defects Liability Certificates.

Contract Manager

- Provide advice as required to resolve contractual matters. Maintain complete up to date file on all contractual issues including submittals, securities, insurance, and related documents,
- In the event of disputes, assist the Client with the preparation of relevant documents.
- Participate and advise in the matters related to claims, interpretation of contract documents, conditions of contract, time extensions and variations.
- Advise on matters related to price variations.
- Perform cost control and immediately report on cost over-runs. Monitor schedules and report accordingly.
- Be a troubleshooter in case of disputes.
- Critically review the Contractor's work program and ensure that the program is in accordance with the targeted completion date. Advise the Resident Project manager/Deputy Project manager on any slippage in the progress. Recommend remedial measures.
- Participate in meetings
- Contribute to the preparation of reports
- Provide advice as required on the evaluation and selection of the tunnel construction contractor, if required.

Tunnel Engineers

- Be responsible for the design of the permanent support for all underground excavations. Responsible for approval of the Contractor's initial temporary support proposals.
- Provide continuous representation during tunnelling and structural works.
- Monitor tunnel support progress and selection of supports based on actual site conditions. Advise Geotechnical and Design Engineer on progress status and obtain assistance when needed.
- Monitor and report on the works including earth excavation, shotcreting, rock bolting, etc.
- Review and report on any Contractor initiated proposals for design modifications.
- Check working drawings for conformity with the approved designs.
- Participate in the preparation of reports, certification of progress payments, etc.
- Monitor the construction works from the point of view of conformity with the quality, works measurement, record keeping, contract interfaces and progress, issue field instructions as necessary to ensure that the Contractor remedies the defects, and monitor the remedial actions.
- Ensure that safety and environmental measures are strictly followed by the Contractor. Coordinate with site staff and report accordingly.
- Review works to confirm that the quality of the performed works is according to the contractual specifications.

- Maintain accurate records on measurement of the quantity of different items of tunnel works.
- Participate in the checking and verification of payment certificates.
- Contribute to the preparation of progress reports.
- Provide training to the local staff on matters related to tunnel construction, to include safety, QA/QC, risk management, selection of rock support techniques, monitoring performance, etc.

Civil / Structural Engineer

- Overall management of the Tender design review, detailed design and preparation of “for construction” drawings.
- Be responsible for the design of the permanent works at the headworks and adits, including the temporary cofferdams, structures and other works.
- Provide on-site representation during construction works of headworks, river training works and other structures.
- Monitor and report on progress
- Monitor and report on the works including soil excavation, concreting etc.
- Review and report on any Contractor initiated proposals for design modifications.
- Check working drawings for conformity with the approved designs.
- Participate in the preparation of reports, certification of progress payments, etc.
- Monitor the construction works from the point of view of conformity with the quality, works measurement, record keeping, contract interfaces and progress, issue field instructions as necessary to ensure that the Contractor remedy the defects, and monitor the remedial actions.
- Ensure that safety and environmental measures are strictly followed by the Contractor. Coordinate with site staff and report accordingly.
- Review works to confirm that the quality of the performed works is according to the contractual specifications.
- Maintain accurate records on measurement of the quantity of different items of tunnel works.
- Participate in the checking and verification of payment certificates.
- Contribute to the preparation of progress reports.
- Provide training to the local staff on matters related to tunnel construction, to include safety, QA/QC, risk management, selection of rock support techniques, monitoring performance, etc.
- Check the Contractor’s fabrication and shop drawings, including structural design as and when needed.
- Review modifications to the structural design as a result of changes in ground and other conditions.

- Regularly review the structural engineering aspects of the works and report accordingly.
- Review and report on any contractor initiated proposals for the modification of the structural designs.
- Other Civil Works

Geotechnical/ Structural Engineer

- Assist the Tunnel Engineer in the design of permanent ground support and review of the Contractor initial temporary support proposals.
- Assess and record rock and soil conditions as the work progresses.
- Inspect the probing and exploratory drilling works. Advise on the need for and scope of grouting works.
- Monitor all instrumentation and permeability testing activities, review the results and the degree of structural dilation, as required.
- Monitor the in-situ as well as laboratory test results.
- Carry out geological and geotechnical mapping and analysis.
- Regularly review the geological/geotechnical conditions at the site.
- Advise on proper support and lining methods as well as drainage/seepage issues.
- Lead process of design reviews of lining, etc., and in the development of modifications as required.
- Report to other Team Members on the observance of any unforeseen underground and geological conditions.
- Advise and monitor on safety measures to be adopted by the Contractor.
- Provide training to the local counterpart staff on matters related to geotechnical engineering in tunnel construction.

Electrical Engineer

- Advise on all matters related to the tunnel and site lighting, air handling, ventilation, etc. Review submittals and process accordingly.
- Support and advise on all matters related to electrical power and communication.
- Ensure that the safety measures adopted by the Contractor are appropriate and is in compliance with the acceptable standards.

Mechanical Engineer

- Advise on all matters related to the mechanical works for headworks and tunnel.
- Advise on all matters related to design, layout, installation, testing and commissioning.
- Ensure that the safety measures adopted by the Contractor are appropriate and is in compliance with the acceptable standards.

Survey Expert

- Check the setting out, confirm control points are accurate and not disturbed.
- Ensure that the alignments are in accordance with the approved plans.
- Ensure that the surveying process and equipment conform to the specifications. Maintain records of calibration and equipment used.
- Check the survey data and records, ensure that the survey results are within the specified permissible error range.
- Verify the survey equipment calibration process.
- Participate in the measurement of the completed works.

Materials Engineer

- Establish the quality control system and reporting protocol.
- Review Contractor's Quality Assurance Plan.
- Establish testing frequencies.

5.10.2 Domestic Consultants

Deputy Resident Project Manager

The tasks of the Consultant's domestic team members shall include, but not limited to;

- Assist the Resident Project Manager on all matters related to the Project.
- Represent the Resident Project Manager as his/her deputy in his/her absence.
- Ensure proper coordination between all Team Members
- Check the progress of the works.
- Participate in meetings.
- Assist the Resident Project Manager in the preparation of reports, certification of payments and all official matters.
- Assist the Resident Project Manager in the issuance of the Taking-Over as well as Defects Liability Certificates.
- Assist RPM in all the tasks that RPM has to accomplish.

Contract Manager/ Claim Management Specialist

- His/her tasks will be similar to those as of the Expatriate Contract Manger. S/he shall assist the RPM and Expatriate Contract Manager and work under his/her guidance. S/he shall represent the Expatriate Contract Manager in his/her absence.

Resident Tunnel Engineers

- The Tunnel Engineers shall work under the guidance of the Expatriate Tunnel Engineer (ETE). Their tasks will be similar to that of the ETE. They shall be responsible for the measurement of works, work inspection, record keeping and ensuring that appropriate

safety and environmental mitigation measures are adopted by the Contractor. They shall regularly inspect the works and ensure that they are carried out in accordance with the contract specifications.

- They shall report to the ETE on a daily basis regarding the progress of the works, problems encountered and proposed remedial actions/measures.
- They shall represent the ETE in their absence in the respective site.

Civil Engineer

- Monitor construction works from the points of view of conformity with the contract, quality, environmental control, works measurement, record keeping, and events beyond the Contractor's control, contract interfaces and process. Issue field instruction as necessary to ensure that contractor remedies the defects, and monitors the remedial action.
- Monitor the Contractor's obligation of environmental protection Clauses in the contract documents, issue field instructions as necessary and monitor the implementation of such field instructions.

Geotechnical/Structural Engineer

- His/her tasks will be similar to those of the Expatriate Geotechnical Engineer. S/he shall assist the Expatriate Geotechnical Engineer. S/he shall represent the Expatriate Geotechnical Engineer in his/her absence. S/he shall participate and be responsible for the geotechnical investigation works and their interpretation.

Survey Expert

- S/he shall assist the Expatriate Survey Expert on all matters related with the surveying works. S/he shall work under the guidance of the RPM and Expatriate Survey Expert and shall be responsible for the proper record keeping of all survey data. S/he shall be responsible for the checking of survey equipment calibration, setting-out, verification of control points, lines, levels, coordinates, etc. S/he shall ensure that the survey works are carried out within the specified permissible error range.

Senior Engineering Geologist

- Review the designs and Contractor's proposed applications as necessary.
- Develop procedures, in consultation with the contractor and Geotechnical Engineer for the selection of proper support system and tunnel lining methods.
- Carry out required design review tasks.
- Provide design related advice on type and strength of rock to the Tunnel Engineers and other staff.
- Review and process fabrication and shop drawings.
- Maintain continuous communication with the Contractor. Confirm contractor has the necessary drawings to perform the works.

Materials Engineer

- Verify the construction material sources and ensure that the materials are in accordance with the specifications.
- Review the Contractor's quality assurance plans together with the Expatriate Materials Engineer.

- Ensure that the materials testing procedures are in conformity with the specifications.
- Regularly check the material testing equipment calibration procedures.
- Regularly inspect the laboratory as well as field testing and ensure that the materials and workmanship are in accordance with the specifications. Instruct the Contractor immediately for the removal of materials in case of non-compliance with the specifications.
- Report to other team members on the conformity/non-conformity of the test results, materials and workmanship.

Environmental Specialist

- Maintain photographic records of construction activities and assess environmental impacts.
- Ensure compliance with the approved Environmental Management Plan.
- Instruct the Contractor on needed actions and corrective measures to comply with the Environmental Management Plan.
- Ensure that all the works are carried out in an environmentally sound manner.
- Monitor and report on the implementation of environmental mitigation measures.
- Liaise and coordinate with other components of the Project works such as SUP, SSDSC line agencies and NGOs.
- Contribute to the preparation of reports.
- Monitor EMEP executions.

Electrical Engineer

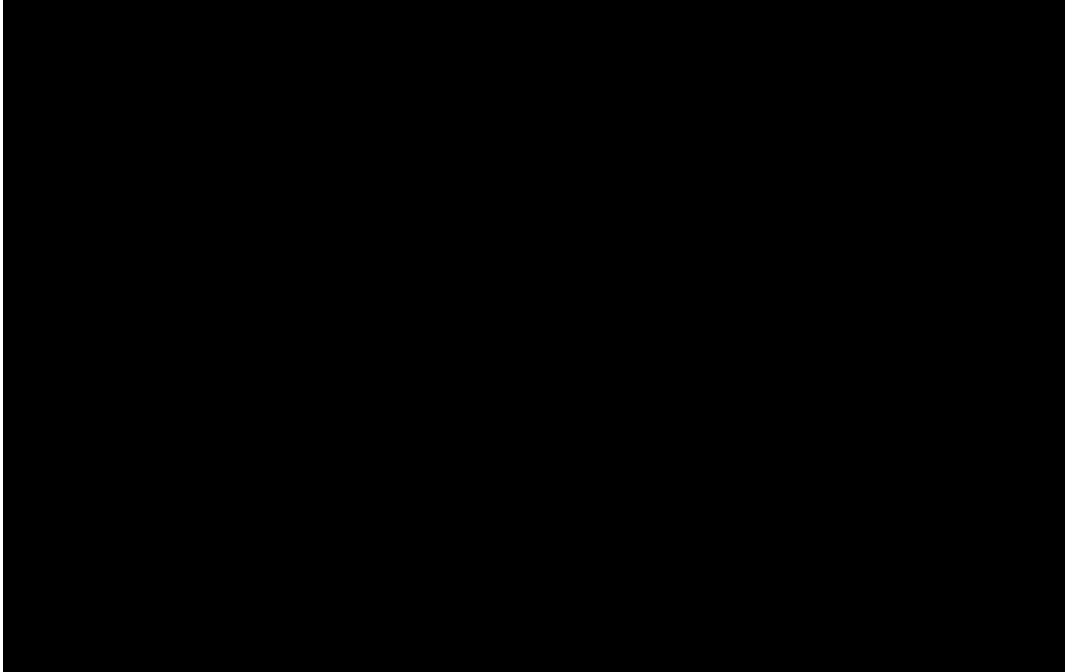
- Assist the Expatriate Electrical Engineer and work under his guidance.
- Carry out works independently in his absence.

Mechanical Engineer

- Assist the Expatriate Mechanical Engineer. Work under his guidance.
- Carry out works independently in his absence.

Safety Engineer

- Assist the RPM/ DRPM in ensuring compliance of the safety requirements in execution of the works. .
- Carry out works independently in their absence.



ANNEX- II

Note: The Public Procurement Monitoring Office (PPMO) of Government of Nepal (GoN) does not have standard form for contract and thus this form of Asian Development Bank (ADB) has been used. Please read 'Government of Nepal' instead of 'Asian Development Bank' in this Annex- II wherever relevant.

**STANDARD FORM OF CONTRACT
(Loans)**

Consultants' Services

Time-Based

Contents

PREFACE	7
CONTRACT FOR CONSULTANTS’ SERVICES	8
I. FORM OF CONTRACT	9
II. GENERAL CONDITIONS OF CONTRACT	12
1. GENERAL PROVISIONS 12	
1.1 <i>Definitions</i>	12
1.2 <i>Relationship between the Parties</i>	13
1.3 <i>Law Governing Contract</i>	13
1.4 <i>Language</i>	13
1.5 <i>Headings</i>	13
1.6 <i>Notices</i>	13
1.7 <i>Location</i>	14
1.8 <i>Authority of Lead Partner</i>	14
1.9 <i>Authorized Representatives</i>	14
1.10 <i>Taxes and Duties</i>	14
1.11 <i>Anticorruption Policy</i>	14
1.11.1 <i>Definitions</i> 14	
1.11.2 <i>Measures to be Taken</i> 15	
1.11.3 <i>Fees, gratuities, rebates, gifts and commissions</i> 15	
1.12 <i>Eligibility</i>	15
1.13 <i>Sanctions</i>	16
1.14 <i>High Standard of Conduct</i>	16
2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT 16	
2.1 <i>Effectiveness of Contract</i>	16
2.2 <i>Termination of Contract for Failure to Become Effective</i>	16
2.3 <i>Commencement of Services</i>	16
2.4 <i>Expiration of Contract</i>	16
2.5 <i>Entire Agreement</i>	16
2.6 <i>Modifications or Variations</i>	16
2.7 <i>Force Majeure</i>	17
2.7.1 <i>Definition</i> 17	
2.7.2 <i>No Breach of Contract</i> 17	
2.7.3 <i>Measures to be Taken</i> 17	
2.8 <i>Suspension</i>	18

2.9	<i>Termination</i>	18
2.9.1	By the Client	18
2.9.2	By the Consultant	19
2.9.3	Cessation of Rights and Obligations	20
2.9.4	Cessation of Services	20
2.9.5	Payment upon Termination	20
2.9.6	Disputes about Events of Termination	21
3.	OBLIGATIONS OF THE CONSULTANT	21
3.1	<i>General</i>	21
3.1.1	Standard of Performance	21
3.1.2	Law Governing Services	21
3.2	<i>Conflict of Interest</i>	21
3.2.1	Consultant Not to Benefit from Discounts	21
3.2.2	Consultant and Sub-Consultants Not to Engage in Certain Activities	22
3.2.4	Prohibition of Conflicting Activities including pursuit of a Political Agenda	22
3.3	<i>Confidentiality</i>	22
3.4	<i>Liability of the Consultant</i>	22
3.5	<i>Insurance to be Taken Out by the Consultant</i>	24
3.6	<i>Accounting, Inspection and Auditing</i>	24
3.7	<i>Consultant's Actions Requiring Client's Prior Approval</i>	24
3.8	<i>Reporting Obligations</i>	25
3.9	<i>Documents Prepared by the Consultant to be the Property of the Client</i>	25
3.10	<i>Equipment, Vehicles and Materials Furnished by the Client</i>	26
3.11	<i>Equipment and Materials Provided by the Consultant</i>	26
3.12	<i>Specifications and Design</i>	26
4.	CONSULTANT'S PERSONNEL	26
4.1	<i>General</i>	26
4.2	<i>Replacement of Personnel</i>	26
4.3	<i>Working Hours, Overtime, Leave</i>	27
4.4	<i>Adjustments to Appendix C - Personnel Schedule</i>	27
4.5	<i>Resident Project Manager</i>	27

5.	OBLIGATIONS OF THE CLIENT	27	
5.1	<i>Assistance and Exemptions</i>	27	
5.2	<i>Access to Land</i>	28	
5.3	<i>Change in the Applicable Law Related to Taxes and Duties</i>	28	
5.4	<i>Services, Facilities and Equipment of the Client</i>	29	
5.5	<i>Payment</i>	29	
5.6	<i>Counterpart Personnel</i>	29	
6.	PAYMENTS TO THE CONSULTANT	30	
6.1	<i>Cost Estimates; Ceiling Amount</i>	30	
6.2	<i>Remuneration and Reimbursable Expenses</i>	30	
6.3	<i>Currency of Payment</i>	31	
6.4	<i>Mode of Billing and Payment</i>	31	
6.5	<i>Payments to Government Agencies</i>	33	
7.	FAIRNESS AND GOOD FAITH	33	
7.1	<i>Good Faith</i>	33	
8.	SETTLEMENT OF DISPUTES	33	
8.1	<i>General</i>	33	
8.2	<i>Dispute Resolution</i>	33	
8.3	<i>Dispute Settlement</i>	34	
III. SPECIAL CONDITIONS OF CONTRACT			35
IV. APPENDICES			42
APPENDIX A – DESCRIPTION OF SERVICES			42
APPENDIX B – REPORTING REQUIREMENTS			42
APPENDIX C – PERSONNEL SCHEDULE			42
APPENDIX D – COST ESTIMATES IN FOREIGN CURRENCY			42
APPENDIX E – COST ESTIMATES IN LOCAL CURRENCY			42
APPENDIX F – SUMMARY OF COST ESTIMATES			42
Appendix G – Services, Facilities and Equipment to be Provided by the Client			42
Appendix H – Form of Advance Payment Guarantee			43
Appendix I – Dispute Notification Form			45

Preface

1. This Standard Contract for Consulting Services has been prepared by the ADB for use by its borrowers and their implementing and executing agencies (referred to hereinafter as Clients) when they hire a consulting firm (referred to hereinafter as the Consultant) for complex assignments for which remuneration is being determined on the basis of the time actually spent by the Consultant in carrying out the services. Its use is mandatory under the circumstances described.

2. The Standard Contract consists of four parts: the Form of Contract to be signed by the Client and the Consultant, the General Conditions of Contract, the Special Conditions of Contract, and the Appendices. Parties using this Standard Contract for services financed by the ADB should note that the General Conditions must not be modified. Clauses in the Special Conditions should be dealt with as specified in the notes in *italic* provided for the individual clauses.

3. Time-based contracts are recommended when the scope of the services cannot be established with sufficient precision, or the duration and quantity of services depends on variables that are beyond the control of the Consultant. In time-based contracts the Consultant provides services on a timed basis according to quality specifications, and the Consultant's remuneration is based on (i) agreed upon unit rates for Consultant staff multiplied by the actual time spent by the staff in executing the assignment, and (ii) reimbursable expenses using actual expenses and/or agreed unit prices. This type of contract requires the Client to closely supervise Consultant and to be involved in the daily execution of the assignment.

CONTRACT FOR CONSULTANTS' SERVICES
Time-Based

between

[name of the Client]

and

[name of the Consultant]

Dated: _____

I. Form of Contract

TIME-BASED

(Text in brackets [] is optional; all notes should be deleted in final text)

This CONTRACT (hereinafter called the “Contract”) is made the *[day]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of client]* (hereinafter called the “Client”) and, on the other hand, *[name of Consultant]* (hereinafter called the “Consultant”).

[Note: *If the Consultant consists of more than one entity all of which are liable under the contract, the above should be partially amended to read as follows: “...(hereinafter called the “Client”) and, on the other hand, a Joint Venture consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultant’s obligations under this Contract, namely, *[name of Consultant]* and *[name of Consultant]* (hereinafter collectively called the “Consultant”).]*

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Client that it has the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) by an Agreement dated *[day, month, year]* (hereinafter called the Loan Agreement) between the *[name of borrower]* (hereinafter called the Borrower) and the Asian Development Bank (hereinafter called the ADB), the ADB has agreed to make a loan to the Borrower for the purpose of financing *[name of the Project]* (hereinafter called the Project);

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 Services
 - Appendix B: Reporting Requirements
 - Appendix C: Personnel Schedule
 - Appendix D: Cost Estimates in Foreign Currency
 - Appendix E: Cost Estimates in Local Currency
 - Appendix F: Summary of Cost Estimates
 - Appendix G: Services, Facilities and Equipment to be provided by the Client

Appendix H: Form of Bank Guarantee for Advance Payments
Appendix I: Dispute Notification Form

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
- (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract;
 - (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract;
 - (c) Subject to subparagraph (d) hereunder, and notwithstanding any other provisions of this Contract, payments under this Contract shall not exceed *[amount]* in foreign currency/currencies, and *[amount]* in local currency. Except as otherwise agreed between the Client and the Consultant:
 - (i) Foreign currency payments to the Consultant hereunder will be made in *[currency]*;
 - (ii) Local currency payments to the Consultant hereunder will be made in *[currency]*.
 - (d) The maximum amount specified in subparagraph (c) here above has been fixed on the understanding that the Client will make available free of charge to the Consultant the exemptions, assistance, services and facilities provided for under Clause 5 of the General Conditions of Contract and in Appendix F as required for the purposes of the Services. If any such exemptions, assistance, services and facilities are not supplied, the parties shall consult regarding what additional allowance (if any) should be made to the Consultant as a result thereof to cover necessary additional expenditures not envisaged in the cost estimates in Appendices D and E.

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

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

[Authorized Representative]

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

[Authorized Representative]

[Note: *If the Consultant consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner.]*

For and on behalf of the Consultant

[name of Joint Venture Partner]

[Authorized Representative]

[name of Joint Venture Partner]

[Authorized Representative]

II. General Conditions of Contract

1. General Provisions

- 1.1 Definitions** Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
- (a) “Applicable Law” means the laws and any other instruments having the force of law in the Client’s Country, or in such other country as may be specified in the Special Conditions of Contract (SC), in force from time to time.
 - (b) “Client” means the agency with which the selected Consultant signs the Contract for the Services.
 - (c) “Client’s Country” means the country of the borrower.
 - (d) “Consultant” means any private or public entity including a Joint Venture that will provide the Services to the Client under the Contract.
 - (e) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is these General Conditions (GC), the Special Conditions (SC) by which the GC may be amended or supplemented, and the Appendices.
 - (f) “Day” means calendar day.
 - (g) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
 - (h) “Foreign Currency” means any currency other than the currency of the Client’s Country.
 - (i) “Government” means the Government of the Client’s Country.
 - (j) “Joint Venture” means a Consultant which comprises two or more Partners each of which will be jointly and severally liable to the Client for all the Consultant’s obligations under the Contract.
 - (k) “Local Currency” means the currency of the Client’s Country.
 - (l) “Partner” means any of the entities that make up the Joint Venture; and “Partners” means all these entities.
 - (m) “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them.

- (n) “Personnel” means qualified persons provided by the Consultant and assigned to perform the Services or any part thereof; “International Personnel” means such qualified persons who are citizens of an ADB member country; “National Personnel” means such qualified persons who are citizens of the Client’s Country.
- (o) “Reimbursable expenses” means all assignment-related costs other than Consultant’s remuneration.
- (p) “Services” means the work to be performed pursuant to this Contract, as described in Appendix A hereto.
- (q) “Sub-Consultant” means any person or entity to whom/which the Consultant subcontracts any part of the Services and for whom/which the Consultant is fully responsible.
- (r) “Third Party” means any person or entity other than the Government, the Client, the Consultant or a Sub-Consultant.
- (s) “In writing” means communicated in written form with proof of receipt.

1.2 Relationship between the Parties Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of 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.

1.4 Language This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. Furthermore, all reports and correspondence required during implementation of the Services shall be in English.

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 to such Party at the address specified in the SC.

1.6.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

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 the Client's Country or elsewhere, as the Client may approve.

1.8 Authority of Lead Partner In case the Consultant consists of a Joint Venture of more than one entity, the Partners hereby authorize the Lead Partner specified in the SC 1.8 to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

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 Consultant may be taken or executed by the officials specified in the SC.

1.10 Taxes and Duties Unless otherwise specified in the SC, the Consultant, Sub-Consultants and Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law.

1.11 Anticorruption Policy

1.11.1 Definitions The ADB's Anticorruption Policy requires that all borrowers of ADB loans (including beneficiaries of ADB-financed or administered activities), as well as consultants under ADB-financed or administered contracts, observe the highest standard of ethics during the selection process and in execution of such contracts. In pursuance of this policy, the ADB:

- (i) defines, for the purpose of this provision, the terms set forth below as follows:
 - (a) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
 - (b) "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

“coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

“collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;

1.11.2 Measures to be Taken

- (ii) will reject a proposal for award if it determines that the consultant recommended for award has directly, or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;
- (iii) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the borrower or of a beneficiary of ADB financing engaged in corrupt, fraudulent, collusive or coercive practices during the consultant selection process or the execution of that contract, without the borrower or beneficiary having taken timely and appropriate action satisfactory to the ADB to remedy the situation;
- (iv) will sanction a party or its successor, including declaring ineligible, either indefinitely or for a stated period of time, such party or successor from participation in ADB-financed or administered activities if it at any time determines that the consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a ADB-financed or administered contract; and

1.11.3 Fees, gratuities, rebates, gifts and commissions

The Consultant will disclose any fees, gratuities, rebates, gifts, commissions or other payments that may have been paid or are to be paid to agents and/or representatives, with respect to the selection process or execution of the contract. The information disclosed must include the name and address of the agent and/or representative, the amount and currency, and the purpose of the fee, gratuity, rebate, gift, commission or other payment.

1.12 Eligibility

The Consultant represents and warrants that it is a citizen or legal entity of, or legally established in, a member country of the ADB and that the Services will be wholly and substantially supplied from that country or from other member countries of the ADB. The Consultant further confirms that any professionals, experts, and entities to which the Consultant subcontracts work relating to the Services pursuant to Clause GC 3.7 hereof shall be citizens or legal entity of, or legally established in, a member country of the ADB.

- 1.13 Sanctions** The Consultant represents and warrants that it, and any Sub-Consultants, as well as any of the Personnel of the Consultant or Sub-Consultant, are not sanctioned by the ADB.
- 1.14 High Standard of Conduct** The Client and the ADB require that the Consultant and its Personnel maintain a high standard of conduct when carrying out their functions under this Contract. Accordingly, the Consultant and its Personnel are expected to recognize the contribution of others, regardless of their nationality, gender, religion, seniority or contractual status. The Consultant and its Personnel shall also comply with ADB's policy on sexual harassment. The Client will take prompt action to address incidents involving conduct that does not live up to these standards, which may result in replacement of any individual expert, consultant, or contractual staff involved in such incidents pursuant to Clause GC 4.2(b).

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 Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SC 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 specified in the SC, the Consultant or the Client may, by not less than twenty one (21) 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 Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.
- 2.4 Expiration of Contract** Subject to sub-Clause GC 2.7.3(c) and unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.
- 2.5 Entire Agreement** This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
- 2.6 Modifications or Variations** (a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall

give due consideration to any proposals for modification or variation made by the other Party.

- (b) In cases of substantial modifications or variations, the prior written consent of the ADB is required.

2.7 Force Majeure

2.7.1 Definition

- (a) For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and 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 both to take into account at the time of the conclusion of this Contract, and 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.

2.7.2 No Breach of Contract

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

2.7.3 Measures to be Taken

- (a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- (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 case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

- (c) 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.
- (d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:
 - (i) demobilize, in which case the Consultant shall be reimbursed for costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
 - (ii) continue with the Services to the extent possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.
- (e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.

2.8 Suspension The Client may, by written notice to the Consultant, suspend in whole or part, the Services if any of the following events shall have happened and be continuing:

- (a) The Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services.
- (b) The ADB has suspended disbursements under the Loan Agreement.

2.9 Termination

2.9.1 By the Client

The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (i) of this Clause GC 2.9.1. In such an occurrence the Client shall (except in the case of paragraph (i) below) give not less than thirty (30) days' written notice of termination to the Consultant.

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing.
- (b) If the Consultant becomes (or, if the Consultant consists of

more than one entity, if any of its Partners becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.

- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.
- (d) If the Consultant submits to the Client a false statement which has a material effect on the rights, obligations or interests of the Client.
- (e) If the Consultant is held by the Client and/or the ADB to have a conflict of interest in performance of the Contract, or any portion thereof.
- (f) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (g) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (h) If the Loan Agreement has been terminated or the ADB has suspended disbursements under the Loan Agreement.
- (i) If the Consultant, in the judgment of the Client and/or the ADB is in breach of the ADB's Anticorruption Policy i.e. has engaged in corrupt, fraudulent, collusive or coercive practices in competing for or in executing this Contract in such a case the Contract shall be terminated on the date Consultant is notified of such breach.

2.9.2 By the Consultant

The Consultant may terminate this Contract, by not less than thirty (30) days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.9.2.

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.
- (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

2.9.3 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 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 GC 3.3 hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof, and (iv) any right which a Party may have under the Applicable Law.

2.9.4 Cessation of Services

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

2.9.5 Payment upon Termination

Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Client shall make the following payments to the Consultant:

- (a) remuneration pursuant to Clause GC 6 hereof for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause GC 6 hereof for expenditures actually incurred prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a) through (f) and (i) of Clause GC 2.9.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract including the cost of the return travel of the Personnel and their eligible dependents; and
- (c) in the event that the Consultant is found to be in breach of the ADB's Anticorruption Policy there shall be no payment or reimbursement in respect of any fraudulent, corrupt, collusive or coercive practices performed by the Consultant.

- 2.9.6 Disputes about Events of Termination** If either Party disputes whether an event specified in paragraphs (a) through (f) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter for dispute settlement in accordance with the procedures stated in Clause GC 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 Consultant

3.1 General

- 3.1.1 Standard of Performance** The Consultant shall perform the Services and carry out their obligations hereunder in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser 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 overning Services** Subject to ADB's Anticorruption Policy, the Consultant 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 Consultant and any Sub-Consultants, comply with the Applicable Law. The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

- 3.2 Conflict of Interest** The ADB considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations and that such conflict of interest may contribute to or constitute a prohibited practice under the ADB's Anticorruption Policy. In pursuance of the Anticorruption Policy's requirement that borrowers (including beneficiaries of ADB-financed or administered activity) as well as consultants under ADB-financed or administered contracts, observe the highest standard of ethics, the ADB will take appropriate actions to manage such conflicts of interest if it determines that a conflict of interest has flawed the integrity of the consultant selection, consultant engagement or performance of Services under the Contract.

- 3.2.1 Consultant Not to** (a) The payment to the Consultant pursuant to Clause GC 6 hereof shall constitute the Consultant's payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, the Consultant

- Benefit from Discounts*** shall not accept for its own benefit any discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.
- (b) Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the ADB's *Procurement Guidelines*, as amended from time to time and shall at all times exercise such responsibility in the best interest of the Client. Any discounts obtained by the Consultant in the exercise of such procurement responsibility shall be for the benefit of the Client and shall be credited to the account of the Client.
- 3.2.2 *Consultant, and Sub-Consultants Not to Engage in Certain Activities*** The Consultant agrees that, during the term of this Contract and after its termination, the Consultant as well as any Sub-Consultant, shall be disqualified from providing goods, works or services (other than consulting services) for any project resulting from the Services.
- 3.2.3 *Prohibition of Conflicting Activities including pursuit of political agenda*** The Consultant 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, personal, business or professional activities that would represent a conflict with the activities assigned to them under this Contract including but not limited to the pursuit of a political agenda in the Client's Country by way of writing, publication or circulation of propaganda, participation in protests or rallies or involvement in media broadcasts.
- 3.3 Confidentiality** Except with the prior written consent of the Client, neither the Consultant, the Sub-Consultant nor their Personnel shall at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant, the Sub-Consultant or their Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
- 3.4 Liability of the Consultant**
- (a) Subject to Clause GC 5.2, the Consultant shall be responsible for, and shall indemnify the Client, in respect of loss of or damage to equipment and materials furnished by the Client, or purchased by the Consultant in whole or in part with funds provided by the Client.
- (b) The Consultant undertakes full responsibility in respect of life, health, and accidents for the Personnel and for the dependents of any such Personnel.

- (c) The Consultant shall indemnify the Client from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgment, suits, proceedings, demands, costs, expenses and disbursements of whatsoever nature that may be imposed on, incurred by or asserted against the Client during or in connection in the Services by reason of: (i) infringement or alleged infringement by the Consultant of any patent or other protected right; or (ii) plagiarism or alleged plagiarism by the Consultant.
- (d) The Consultant shall ensure that all goods and services (including without limitation all computer hardware, software and systems) procured by the Consultant out of funds provided or reimbursed by the Client or used by the Consultant in the carrying out of the Services do not violate or infringe any industrial property or intellectual property right or claim of any Third Party.
- (e) The Consultant shall indemnify, protect and defend at their own expense the Client, and its agents and employees from and against any and all actions, claims, losses or damages arising out of Consultant's failure to exercise the skill and care required under Clause GC 3.1.1 provided, however:
 - (i) that the Consultant is notified of such actions, claims, losses or damages not later than the number of months after conclusion of the Services indicated in the SC;
 - (ii) that the ceiling on Consultant's liability shall be limited to the amount indicated in the SC, except that such ceiling shall not apply to actions, claims, losses or damages caused by Consultant's gross negligence or reckless conduct;
 - (iii) that Consultant's liability under Clause GC 3.1.1 shall be limited to actions, claims, losses or damages directly caused by such failure to exercise the said skill and care, and shall not include liability for any actions, claims, losses or damages arising out of occurrences incidental or indirectly consequential to such failure.
- (f) In addition to any liability the Consultant may have under Clause GC 3.1.1, the Consultant shall, at its own cost and expense, upon request of Client, re-perform the Services in the event of Consultant's failure to exercise the skill and care required under Clause GC 3.1.1.
- (g) Notwithstanding the provisions of paragraph (a) of this Clause 3.4, the Consultant shall have no liability whatsoever for actions,

claims, losses or damages occasioned by: (i) Client's overriding a decision or recommendation of Consultant or requiring Consultant to implement a decision or recommendation with which Consultant does not agree; or (ii) the improper execution of Consultant's instructions by agents, employees or independent contractors of the Client.

3.5 Insurance to be Taken Out by the Consultant

The Consultant (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 specified in the SC, 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

(a) The Consultant (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, and (ii) shall periodically permit the Client or its designated representative and/or the ADB, and up to five years 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 or the ADB, if so required by the Client or the ADB as the case may be.

(b) The Consultant shall cooperate with and assist the Client, its authorized representatives and/or the ADB making such an audit. Out of pocket expenditures covered by fixed sums, however, shall not be subject to audit pursuant to this Clause. In the event the audit discloses that the Consultant has overcharged the Client, the Consultant shall immediately reimburse the Client the amount equivalent to the amount overpaid. If overpayment is a result of the Consultant having been engaged in what the Client (or, as the case may be, the ADB) determines to constitute corrupt, fraudulent, collusive or coercive practices as defined in the ADB's *Guidelines on the Use of Consultants by Asian Development Bank and its Borrowers*, the Client may terminate the Contract pursuant to GC 2.9.1(j).

3.7 Consultant's Actions Requiring Client's Prior Approval

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

- (a) Any change or addition to the Personnel listed in Appendix C.
- (b) Subcontracts: the Consultant may subcontract work relating to the Services to an extent and with such experts and entities as

may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services. In the event that any Sub-Consultants are found by the Client to be incompetent or incapable in discharging assigned duties, the Client may request the Consultant to provide a replacement, with qualifications and experience acceptable to the Client, or to resume the performance of the Services itself.

(c) Any other action that may be specified in the SC.

3.8 Reporting Obligations

(a) The Consultant 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. Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.

(b) The Consultant shall on a monthly basis, submit to the Client, in a format acceptable to the Client, a report stating personnel movements and inputs in the previous month compared to those specified in Appendix C. In the event the forecast of progress as anticipated in Appendix C is substantially changed due to variations pursuant to GC Clause 2.6, the Consultant may request the Client to revise the Payment Schedule specified in Appendices D & E, to reflect such change.

3.9 Documents Prepared by the Consultant to be the Property of the Client

(a) All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the Client under this Contract shall become and remain the property of the Client, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Client in its sole discretion may make such documents available to the public.

(b) The Consultant may retain a copy of such documents and software, and use such software for their own use with prior written approval of the Client. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of any such computer programs, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

3.10 Equipment, Vehicles and Materials

Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and

- Furnished by the Client** shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.
- 3.11 Equipment and Materials Provided by the Consultants** Equipment or materials brought into the Client's Country by the Consultant and the Personnel and used either for the Project or personal use shall remain the property of the Consultant or the Personnel concerned, as applicable.
- 3.12 Specifications and Designs**
- (a) The Consultant shall prepare all specifications and designs that may be required under the Contract using the metric system and so as to embody the latest design criteria and the Consultant shall specify standards that are accepted and well known among industrial nations.
 - (b) The Consultant shall ensure that the specifications and designs and all documentation relating to procurement of goods and services provided under the Services are prepared on an impartial basis so as to promote international competitive bidding.

4. Consultant's Personnel

- 4.1 General** The Services shall be carried out by the Personnel specified in Appendix C for the respective periods of time indicated therein.
- 4.2 Replacement of Personnel**
- (a) In the event that any of the Personnel is found by the Client to be incompetent, guilty of misbehavior or incapable in discharging the assigned responsibilities, the Client may request the Consultant, at the expense of the Consultant, to forthwith provide a replacement with suitable qualifications and experience acceptable to the Client and the Consultant shall provide such replacement.
 - (b) Should it become necessary for the Consultant to replace any of the Personnel specified by name in Appendix C, the Consultant shall forthwith provide a replacement acceptable to the Client with comparable or better qualifications. In the event that the Personnel replaced are, at the time of replacement, in the field, the Consultant shall bear the travel and other related costs arising out of or incidental to the replacement. The rate of remuneration and reimbursable expenses allowable for such replacement shall be the same as agreed between the Client and the Consultant for the

Personnel being replaced. For any additional Personnel proposed by the Consultant and approved by the Client, the relevant remuneration rate(s) and estimated out-of-pocket expenses will be as negotiated between the Client and the Consultant.

4.3 Working Hours, Overtime, Leave

- (a) Working hours and holidays for Personnel are set forth in Appendix C hereto. To account for travel time, International Personnel carrying out Services inside the Client's Country shall be deemed to have commenced, or finished work in respect of the Services such number of days before their arrival in, or after their departure from the Client's Country as is specified in Appendix C hereto.
- (b) The Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix C hereto, and except as specified in such Appendix, the Consultants' remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set forth in Appendix C. Any taking of leave by Personnel shall be subject to the prior approval by the Consultants who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.

4.4 Adjustments to Appendix C – Personnel Schedule

Subject to the prior approval of the Client in accordance with Clause GC 3.7 (a), the Consultant may make adjustment in the periods of time indicated in Appendix C, as may be appropriate to ensure the efficient performance of the Services and provided that such adjustments will not cause payments made under the Contract to exceed the maximum amount payable as specified in Clause GC 6.1.

4.5 Resident Project Manager

When Services are carried out in the Client's country, the Consultant shall, at all times, ensure that there is a Project Manager acceptable to the Client to supervise and coordinate the operations of the Personnel in the field and to be responsible for liaison between the Consultant and the Client.

5. Obligations of the Client

5.1 Assistance and Exemptions

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

- (a) Provide the Consultant, Sub-Consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultant, Sub-Consultants or Personnel to perform the Services.

- (b) Arrange for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's Country.
- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Personnel and their eligible dependents.
- (d) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (e) Exempt the Consultant and the Personnel and any Sub-Consultants employed by the Consultant for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law.
- (f) Grant to the Consultant, any Sub-Consultants and the Personnel of either of them the privilege, pursuant to the Applicable Law, of bringing into the Client's Country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Personnel and their dependents and of withdrawing any such amounts as may be earned therein by the Personnel in the execution of the Services.
- (g) Provide to the Consultant, Sub-Consultants and Personnel any such other assistance as may be specified in the SC.

5.2 Access to Land

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

5.3 Change in the Applicable Law Related to Taxes and Duties

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 Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the

Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1(b).

5.4 Services, Facilities and Equipment of the Client

- (a) In addition to the assistance to be provided to the Consultant under Clause GC 5.1, the Client shall make available to the Consultant and the Personnel, for the purposes of the Services and free of any charge, the services, facilities and equipment described in Appendix G at the times and in the manner specified in said Appendix G.
- (b) In case that such services, facilities and equipment shall not be made available to the Consultant as and when specified in Appendix G, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and equipment from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GC 6.1(c) hereinafter.

5.5 Payment

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

5.6 Counterpart Personnel

- (a) The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in Appendix G.
- (b) If counterpart personnel are not provided by the Client to the Consultant as and when specified in Appendix G, the Client and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultant as a result thereof pursuant to Clause GC 6.1(c) hereof.
- (c) Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

6. Payments to the Consultant

- 6.1 Cost Estimates; Ceiling Amount**
- (a) An estimate of the cost of the Services payable in foreign currency is set forth in Appendix D. 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 GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the SC. Whenever it shall be necessary to evaluate one currency in terms of another for the purpose of checking that the ceilings in foreign currency specified in the SC has not been exceeded, the conversion shall be made on the basis of exchange rates as reasonably determined by the Client at the time of each disbursement having regard to the currencies utilized, and the date and place of the expenditure or transaction.
 - (c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to any of the Clauses GC 5.3, 5.4 or 5.6 hereof, the Parties shall agree that additional payments in local and/or foreign currency, as the case may be, shall be made to the Consultant in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 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 Expenses**
- (a) Subject to the ceilings specified in Clause GC 6.1(b) hereof, the Client shall pay to the Consultant (i) remuneration as set forth in Clause GC 6.2(b) hereunder, and (ii) reimbursable expenses as set forth in Clause GC 6.2(c) hereunder. Unless otherwise specified in the SC, said remuneration shall be fixed for the duration of the Contract.
 - (b) Payment 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 GC 2.3 and Clause SC 2.3 (or such other date as the Parties shall agree in writing), at the rates referred to in Clause SC 6.2(b), and subject to price adjustment, if any, specified in Clause SC 6.2(a).
 - (c) Reimbursable expenses actually and reasonably incurred by the Consultant in the performance of the Services, as specified in Clause SC 6.2(c).

- (d) The remuneration rates referred to under paragraph (b) here above shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Personnel as well as factors for social charges and overhead (bonuses or other means of profit-sharing shall not be allowed as an element of overhead), (ii) the cost of backstopping by home office staff not included in the Personnel listed in Appendix C, and (iii) the Consultant's fee.
- (e) Any rates specified for Personnel not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Client, once the applicable salaries and allowances are known.
- (f) Payments for periods of less than one month shall be calculated on an hourly basis for actual time spent in the Consultant's home office and directly attributable to the Services (one hour being equivalent to 1/176th of a month) and on a calendar-day basis for time spent away from home office (one day being equivalent to 1/30th of a month).

6.3 Currency of Payment

Foreign currency payments shall be made in the currency or currencies specified in the SC, and local currency payments shall be made in the currency of the Client's Country.

6.4 Mode of Billing and Payment

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

- (a) Within the number of days after the Effective Date specified in the SC, the Client shall cause to be paid to the Consultant advance payments in foreign currency and in local currency as specified in the SC. When the SC indicate advance payment, this will be due after provision by the Consultant to the Client of an advance payment security acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the SC. Such security (i) to remain effective until the advance payment has been fully set off, and (ii) to be in the form set forth in Appendix H hereto, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal installments against the statements for the number of months of the Services specified in the SC until said advance payments have been fully set off.
- (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 after the end of each time intervals otherwise indicated in the SC, the Consultant shall submit to the Client, in duplicate, itemized statements, accompanied by copies of invoices, vouchers and other appropriate supporting

- materials, of the amounts payable pursuant to Clauses GC 6.3 and GC 6.4 for such month, or any other period indicated in the SC. Separate statements shall be submitted in respect of amounts payable in foreign currency and in local currency. Each statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenses.
- (c) The Client shall pay the Consultant's statements within sixty (60) days after the receipt by the Client of such statements with supporting documents. Only such portion of a 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 Consultant, the Client may add or subtract the difference from any subsequent payments. Interest at the annual rate specified in the SC 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 Consultant 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 ninety (90) calendar days after receipt of the final report and final statement by the Client unless the Client, within such ninety (90) day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly make any necessary corrections, and thereafter 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 Consultant to the Client within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with the above.
- (e) All payments under this Contract shall be made to the accounts of the Consultant specified in the SC.
- (f) Payments in respect of remuneration or reimbursable expenses, which exceed the cost estimates for these items as set forth in Appendices D and E, may be charged to the respective contingencies provided for foreign and local

currencies only if such expenditures were approved by the Client prior to being incurred.

- (g) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

6.5 Payments to Government Agencies

If required to make any payments to any governmental agency in connection with implementation of the Services the Consultant shall make such payments only by means of check, or through official bank remittance addressed to the account of the relevant agency. Where payments to such agency account cannot be made, payments to any employee of such agency, (whether for a permanent, part-time or contractual staff), shall only be made with prior written endorsement of the ADB and the Client and only by check or through official bank remittance addressed to the relevant account of the employee. In the event that a non-cash payment cannot be effected in a timely manner, cash payment up to \$300, or such amount as may be allowed under the relevant laws applicable to the government agency or employee as the case may be, whichever is less, may be made by the Consultant to the government agency or employee against receipt for such payment, provided that such payment is reported to the ADB and the Client within 3 working days after such payment is made and a written explanation of the circumstances that necessitated such payment is submitted by the Consultant to the ADB and the Client.

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.

8. Settlement of Disputes

- 8.1 General** The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. 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 Resolution** The rationale of the amicable dispute settlement procedure is to settle the dispute at the lowest possible responsibility level, bringing the individuals concerned face to face. The settlement procedure consists of the two following steps:

- (a) Level One: the dispute is notified by one Party to the other

according to GC Clause 1.6.1. The dispute is examined by the Authorized Representatives of the Client and the Consultant. In case the dispute is not settled within the period after its notification as specified in the SC, the Authorized Representatives shall fill in and sign the relevant section of the Dispute Notification Form attached as Appendix I, and deliver such Form to the Client's and the Consultant's officials specified in the SC, responsible for the Level Two of the settlement procedure.

- (b) Level Two: the dispute is examined by the Client's and the Consultant's officials specified in the SC. In case the dispute is not settled within the period after the delivery of the Dispute Notification Form to Level Two as specified in the SC, the Client's and the Consultant's officials responsible for Level Two shall fill in and sign the relevant section of the Dispute Notification Form, and Clause GC 8.3 shall apply.

8.3 Dispute Settlement Any dispute or difference arising out of this Contract or in connection therewith which cannot be amicably settled according to Clause GC 8.2 shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The arbitration shall take place in the location specified in the SC. The resulting award shall be final and binding on the Parties and shall be in lieu of any other remedy.

III. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The words “in the Client’s Country” are amended to read “in <i>Nepal</i> ”
1.6	<p>The addresses are:</p> <p>Client : Melamchi Water Supply Development Board (MWSDB) 580 Devkota Marga, Baneshwor, Kathmandu</p> <p>Attention : Executive Director</p> <p>Facsimile : 977-1-4468962</p> <p>Consultant : _____</p> <p>Attention : _____</p> <p>Facsimile : _____</p>
1.8	<p>The Lead Partner is <i>[insert name of partner]</i></p> <p>Note: <i>If the Consultant consists of a Joint Venture the name of the entity whose address is specified in Clause SC 1.6 should be inserted here. If the Consultant consists only of one entity, this Clause SC 1.8 should be deleted from the SC.</i></p>
1.9	<p>The Authorized Representatives are:</p> <p>For the Client: The Executive Director</p> <p>For the Consultant: _____</p>
1.10	<p>The Client warrants that the Consultant, the Sub-Consultants and the Personnel shall pay all taxes, duties, fees, levies and other impositions imposed, under the Applicable Law of Nepal similarly the contract shall be subject to 13 % VAT.</p>
2.1	<p>The effectiveness conditions are the following: <i>[insert conditions]</i></p> <ul style="list-style-type: none"> - <i>approval of the Contract by the MWSDB; and</i> - <i>Client’s approval of Consultant’s proposals for appointment of specified key staff members.</i>
2.2	The time period shall be <i>two months</i> .
2.3	The time period shall be within 14 days.

2.4	The time period shall be <i>thirty months</i> .
3.4 (e) (i)	The number of months shall be <i>twelve months</i> .
3.4 (e) (ii)	The ceiling on Consultants' liability shall be limited to NRs. <i>700 million</i> .
3.5	<p>The risks and the coverage shall be as follows:</p> <ul style="list-style-type: none"> (a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's Country by the Consultant or its Personnel or any Sub-Consultants or their Personnel, with a minimum coverage of NRs. <i>one million</i>; (b) Third Party liability insurance, with a minimum coverage of <i>NRs ten million</i>; (c) professional liability insurance, with a minimum coverage of <i>NRs. 700 million</i> (d) employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and (e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.
3.7 (c)	<p>The other actions are:</p> <p>The Consultant shall take prior approval of the client</p> <ul style="list-style-type: none"> a. for the mobilization of staff who has intermittent inputs. b. before purchase of any software which will be handed over to the client
4.5	The person designated as Team Leader in Appendix C shall serve in that capacity, as specified in Clause GC 4.5.
5.1(g)	Please refer to ITC Data Sheet ref. No. 1.5 for the provision of vehicles.
6.1(b)	The ceiling in foreign currency or currencies is US\$ 3.83 million The ceiling in local currency is: <i>NRs 186 million</i>

6.2(a)	<p>Payments for remuneration made in accordance with Clause GC 6.2(a) shall be adjusted as follows:</p> <p>Remuneration paid in Foreign currency pursuant to the rates set forth in Appendix D shall be as per ItC clause 3.11 (1) and Remuneration paid in Nepali Rupees pursuant to the rates set forth in Appendix E shall be as per ITC clause 3.11 (2)</p>
6.2(b)	The rates for National Personnel are set forth in Appendix E.
6.2(c)	The Reimbursable expenses to be paid in Nepalese Rupees are set forth in Appendix E.
6.3	<p>The foreign currency [currencies] shall be the following:</p> <p><i>[insert currency (Currencies)]</i></p>
6.4(a)	<p>The following provisions shall apply to the advance payment and the advance payment security:</p> <p>(1) An advance payment of 15 percent of the Contract Price both in Nepali Rupees and Foreign Currency (Currencies) shall be made within 28 days after the Effective Date. The advance payment will be set off by the Client in equal installments against the statements for the first 48 months of the Services commencing in the second month until the advance payment has been fully set off.</p> <p>(2) The advance payment security shall be in the amount of 15 percent of the Contract Price both in Nepali Rupees and Foreign Currency (Currencies) and in the form of a bank guarantee issued by a bank located in Nepal.</p>
6.4(b)	The Consultant shall submit to the Client itemized statements at time intervals of : as per SC clause 6.4
6.4(c)	The interest rate is: 6%
6.4(e)	The accounts are: <i>[Insert Bank name, address, swift Code and Account Number]</i>
8.2(a)	<p>Level One: The period for settling the dispute is 14 days</p> <p><i>The Client's official responsible for Level one is: Deputy Executive Director, MWSDB</i></p>

	<p><i>The Consultant's official responsible for Level Two is:</i></p> <hr/> <hr/>
8.2(b)	<p><u>Level Two:</u> <i>The period for settling the dispute is 28 days</i></p> <p><i>The Client's official responsible for Level two is: Executive Director, MWSDB</i></p> <p><i>The Consultant's official responsible for Level Two is:</i></p>
8.3	<p>The location is Kathmandu, Nepal.</p>

IV. Appendices

Appendix A - Description of Services

Note: *This Appendix will include the final Terms of Reference worked out by the Client and the Consultant during technical negotiations, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Client, etc.*

Appendix B - Reporting Requirements

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

Appendix C – Personnel Schedule

Please refer to Section 5.8 of ToR for personnel schedule.

Appendix D – Cost Estimates in Foreign Currency

Appendix E – Cost Estimates in Local Currency

Appendix F– Summary of Cost Estimates

Appendix G - Services, Facilities and Equipment to be provided by the Client

Please refer to ItC Data sheet ref. no. 1.5.

Appendix H – Form of Advance Payment Guarantee

Note: *See Clause GC 6.4(a) and Clause SC 6.4(a). The Client should insert here an acceptable form of an advance payment security. An example is set forth below.*

Appendix I – Dispute Notification Form

APPENDIX H - Form of Advance Payment Guarantee

_____ *[Bank's Name and Address of Issuing Branch or Office]*

Beneficiary: _____ *[Name and Address of Client]*

Date: _____

ADVANCE PAYMENT GUARANTEE No.: _____

We have been informed that *[name of Consulting Firm]* (hereinafter called "the Consultants") has entered into Contract No. *[reference number of the contract]* dated *[insert date]* with you, for the provision of *[brief description of Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of *[amount in figures]* (*[amount in words]*) is to be made against an advance payment guarantee.

At the request of the Consultants, we *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[amount in figures]* (*[amount in words]*)¹ upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultants are in breach of their obligation under the Contract because the Consultants have used the advance payment for purposes other than toward providing the Services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultants on their account number _____ at *[name and address of Bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultants as indicated in copies of your certified statements to such effect which shall be presented to us by the Consultants. This guarantee shall expire, at the latest, upon our receipt of the certified payment certificate issued by you indicating that the Consultants have made full repayment of the amount of the advance payment, or on the ____ day of *[month]* *[year]*² whichever is earlier.

¹ The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Client.

² Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Client might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in

Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

[signature(s)]

Note: All italicized text is to assist in preparing this form and shall be deleted from the final product.

response to the Client's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

Appendix I - Dispute Notification Form

Dispute N°
Dispute notified at Level One on: _____ [insert date] at: _____ [insert time]
Description of Dispute: _____ _____ _____ _____ (Attach additional sheets if needed)
Result of discussion at Level One: resolved <input type="checkbox"/> escalated to Level Two <input type="checkbox"/> [check the relevant box]
If resolved, give a brief description of resolution: _____ _____ _____ (Attach additional sheets if needed)
Sent to Level Two on: _____ [insert date] at: _____ [insert time]
Client's Authorized Representative: _____ [insert name and signature] Consultant's Authorized Representative: _____ [insert name and signature] Date: _____ [insert date]
Dispute notified at Level Two on: _____ [insert date] at: _____ [insert time]
Result of discussion at Level Two: resolved <input type="checkbox"/> not resolved <input type="checkbox"/> [check the relevant box]
If resolved, give a brief description of resolution: _____ _____ _____ (Attach additional sheets if needed)
Client's official responsible: _____ [insert name and signature] Consultants' official responsible: _____ [insert name and signature] Date: _____ [insert date]

Result of discussion at Level One: resolved <input type="checkbox"/> escalated to Level Two <input type="checkbox"/> [check the relevant box]
If resolved, give a brief description of resolution: _____ _____ _____ (Attach additional sheets if needed)
Sent to Level Two on: _____ [insert date] at: _____ [insert time]
Client's Authorized Representative: _____ [insert name and signature]

Consultant's Authorized Representative: _____ [insert name and signature] Date: _____ [insert date]
Dispute notified at Level Two on: _____ [insert date] at: _____ [insert time]
Result of discussion at Level Two: resolved <input type="checkbox"/> not resolved <input type="checkbox"/> [check the relevant box]
If resolved, give a brief description of resolution: _____ _____ _____ _____ (Attach additional sheets if needed)
Client's official responsible: _____ [insert name and signature] Consultants' official responsible: _____ [insert name and signature] Date: _____ [insert date]

BILL OF QUANTITIES

Project Name: Melamchl Water Supply Project

SUMMARY OF COST ESTIMATE

Description	Amount	
	NPR component	USD Component
Foreign Inputs		
Remuneration Reimbursable		
Sub-Total		
Domestic Inputs		
Remuneration Reimbursable (Subsistence Allowance)		
Sub-Total		
Miscellaneous		
1. Communication costs (International and Local)		
2. Drafting, Reproducing of Reports and Softwares		
3. Maintenance of Equipment, Computers, etc.		
4. Technology transfer and skill development	520,000	
5. Overseas study/observation tours for project officials(client)		112,500.00
Sub-Total		
Total		
Contingency	18,595,081	382,741
Provisional Sums Including Design During Construction	18,595,081	382,741
Sub-Total of Contingencies and provisional Sums		
Sub-Total by Currency		
Exchange Rate	USD/NPR(on 10/12/2014)	

Expatriate

Service Period from April 2015 to September 2017 (Including DLP)							
S.N.	Position	INPUT (MM)			RATE (USD)		Amount (USD)
	Professional Staff	Input MM upto Sep 2016	Input DLP	TOTAL	In Figure	In Words	
A	Project Management						
1	Resident Project Manager	18	3	21			
2	Contract manager/ Claim management Specialist	6	4	10			
3	Geotech Engineer/Civil Engineer for (for Headworks)	6		6			
4	Tunnel Engineer I (Ambathan and Gyalthum	18	3	21			
5	Tunnel Engineer II (Sindhu and Sundarijal	18		18			
6	Civil and Structural Engineer	18		18			
7	Survey Expert	6		6			
8	Electrical engineer/instrumental Engineer	10	2	12			
9	Material Engineer	3		3			
10	Mechanical Engineer	10	2	12			
11	Unallocated	16	9	25			
Sub Total		129	23	152			
B	Design works during Construction						
13	Design Manager/ Structural Engineer	7		7			
Sub Total							
Input of Keystaff during Takeover		LS					
Grand Total		136	23	159			

Domestic

Service Period from April 2015 to Sep 2017							
Location	Position	INPUT (MM)			RATE (NRS)		Amount (NPR)
		Input in MM up to Sep 2016	Input DLP	TOTAL	In Figure	In Words	
	A. Professional Staff						
	A.1 Project Management						
	Deputy Resident Project Manager/Deputy Team Leader	18	4	22			
	Contract manager/Claim management Sp	18		18			
	A.2 Construction Site Staff						
Ambathan	RE/Tunnel Enginner/Geologist I	18	12	30			
	RE/Tunnel Enginner/Geologist II	18		18			
	RE/Tunnel Enginner/Geologist III	18		18			
Gyalthum	RE/Tunnel Enginner/Geologist IV	18		18			
	RE/Tunnel Enginner/Geologist V	18		18			
	RE/Tunnel Enginner/Geologist VI	18		18			
Sindhu	RE/Tunnel Enginner/Geologist VII	18		18			
	RE/Tunnel Enginner/Geologist VIII	18		18			
	RE/Tunnel Enginner/Geologist IX	18		18			
Sundarijal	RE/Tunnel Enginner/Geologist X	18	6	24			
	RE/Tunnel Enginner/Geologist XI	18		18			
	RE/Tunnel Enginner/Geologist XII	18		18			

Service Period from April 2015 to Sep 2017							
Location	Position	INPUT (MM)			RATE (NRS)		Amount (NPR)
		Input in MM up to Sep 2016	Input DLP	TOTAL	In Figure	In Words	
Support Staff							
	Office manager (2 persons)	18		18			
	Secretary office	18	3	21			
	Secretary MPB Office	18		18			
	Accountant (1 Person)	18		18			
	Inspector of Works (8 persons)						
	Headworks	18		18			
	Ambathan	18		18			
	Gyalthum	18		18			
	Sindhu	18		18			
	Sundarijal	18		18			
	Quality Control	18		18			
	Surveyor (8 Persons)						
	Surveyor Tunnel	18		18			
	Surveyor Headworks	18		18			
	Survey Assistants (3 nos. Tunnel)	54		54			
	Survey Assistants (5 nos. Headworks)	90		90			
	Quantity Surveyor	18		18			
	Technical Assistant at KTM Office	18		18			
	Draftsman(2persons)	36		36			
	Sub-Total of Support Staff	432	3	435			
	C.Input of Key Staff During Takeover	LS					
Grand Total		862	38	900			

Project Name: Melamchl Water Supply Project

REIMBURSABLES PER ACTIVITY FOR FOREIGN CONSULTANTS

Description	Unit	Quantities	Unit Price for NPR Component		Unit Price For Foreign Component		Amount	
			In Figure	In Words	In Figure	In Words	NPR component	USD Component
Foreign Component								
International Flights								
Flights, Professional Staff (full economy): round trip as per actual	pc	54						
Flights, Family members:	pc	10						
Sub-Total		64						
Miscellaneous Travel Expenses								
Foreign Component								
Visa, passport, transp.to/from airport, airport taxes vaccination etc.	pc	50						
Work Permit (as per actual)	sum	1						
Unaccompanied luggage: (long term experts, return sea freight as per actual not exceeding)	pc	10						
Sub-Total								
Subsistence and Housing Allowances								
Local Component								
Short-Term Staff (per person-months)								
Hotel accommodation in Kathmandu	month	73						
Subsistence allowance	month	73						
Long-Term Staff (per person-months)								
Rental of 2 Houses in Kathmandu	month	36						
Site Camps (provided by the Client)	month	20						
O & M of camps (Provided by Contractor)	month	20						
Subsistence allowance	month	92						
Sub-Total								
Total								

Project Name: Melamchi Water Supply Project

REIMBURSABLES PER ACTIVITY FOR DOMESTIC CONSULTANTS

(Expressed in NPR)

Description	Unit	Quantities	RATE (NRS)		Amount NPR
			In Figure	In Words	
Per Diem and Subsistence Allowances					
Long-term Field Allowance					
Professionals	Months	465			
Support Staff	Months	435			
Total					

