Government of Nepal
Office of the Investment Board
Chemical Fertilizer Plant
International Convention Center, New Baneshwor, Kathmandu, Nepal
Phone: 977-1-4475277, 4475278, 4475280
Fax: 977-1-4475281
Email: fertilizerplant@investmentboard.gov.np

Request for proposal
For
Consulting Services
For

Detailed Feasibility Study of the
Chemical Fertilizer Plant

Contract No.: 1/DFS/Chemical Fertilizer Plant

Consultant’s Name and Address:
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Request for Proposals
RFP No.: 1/Chemical Fertilizer Plant

Country: Nepal

Detailed Feasibility Study of the Chemical Fertilizer Plant

Office Name: Office of the Investment Board

Office Address: International Convention Center, New Baneshwor, Kathmandu, Nepal

Financing Agency: Government of Nepal Budget
Government of Nepal  
Office of the Investment Board  
Chemical Fertilizer Project  
International Convention Center, New Baneshwor, Kathmandu, Nepal  
Phone: 977-1-4475277, 4475278, 4475280  
Fax: 977-1-4475281

Request of Proposals (RFPs)  
(Date of Publication: February 09, 2015)

1. With regard to the Expression of Interest (EoI) Notice published by the Office of the Investment Board (“IBN”) in the National Daily paper The Himalayan Times and Gorkhapatra on September 03, 2014 (Bhadra 18, 2071), it is hereby notified to all the concerned that the following consulting firms have been short-listed to the proposal stage:

<table>
<thead>
<tr>
<th>SN</th>
<th>Name of the Firm</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Association of TATA Consulting Engineers Limited, India and SILT Engineers and Consultant Pvt. Ltd., Nepal</td>
</tr>
<tr>
<td>2</td>
<td>Projects and Development India Limited, India in association with PSA Consultants for Nepal</td>
</tr>
<tr>
<td>3</td>
<td>Infrastructure Development Corporation (Karnataka) Ltd., India (iDeck) in association with Institute of Agricultural Technologist (“IAT”) and Feedback Infrastructure Service Nepal Ltd.</td>
</tr>
<tr>
<td>4</td>
<td>JACOBS Consultancy in association with Taylor DeJongh and Eversheds Tower Bridge Court, United Kingdom</td>
</tr>
</tbody>
</table>


3. The RFP and other documents in sealed envelopes must be delivered to: Office of the Investment Board, Chemical Fertilizer Project, New Baneshwor, Kathmandu, Nepal, by the 61st day from the date of this publication before 5 pm Nepal Standard Time (“NPT”).

4. Documents received after the above mentioned deadline shall not be accepted. In case the last date of submission of the RFP happens to fall on a public holiday, the next working day will be the last date for submission. Pre-proposal conference will be held on March 03, 2015, 10:00 am at the IBN’s main conference room. The consultants are required to submit their concerns and queries related to the RFP documents by February 23, 2015 to: fertilizerplant@investmentboard.gov.np, which shall be discussed during pre-proposal conference.
Section 1. Letter of Invitation

New Baneshwor, February 09, 2015

Dear

1. Association of TATA Consulting Engineers Limited, India and SILT Engineers and Consultant Pvt. Ltd., Nepal
2. Projects and Development India Limited, India in association with PSA Consultants for Nepal
3. Infrastructure Development Corporation (Karnataka) Ltd., India (iDeck) in association with Institute of Agricultural Technologist (“IAT”) and Feedback Infrastructure Service Nepal Ltd.
4. JACOBS Consultancy in association with Taylor DeJongh and Eversheds Tower Bridge Court, UK


2. The Office of the Investment Board now invites proposals to provide the following consulting services: The Investment Board of Nepal (“IBN”) is considering establishing an Ammonia-Urea Chemical Fertilizer Plant (“Plant”) in Nepal through private sector investments. According to the Ministry of Agricultural Development (“MoAD”), Nepal’s economy is mainly dependent on the agricultural sector, which accounts for 36% of the Gross Domestic Product and absorbs 66% of the labor population. The demand for chemical fertilizer in the fiscal year 2011/12 (2068/69 BS) was 700,000 metric tons according to the ministry. Nepal does not manufacture chemical fertilizer and the demand is met entirely through import. Adequate and timely supply of quality fertilizer has been a perennial problem for the country. The IBN wishes to explore the possibility of establishing a fertilizer plant. In a bid to develop a chemical fertilizer plant, IBN is in the process of hiring a consultant to prepare a detailed feasibility study. IBN now invites proposal from shortlisted Firms (“Consultant” or “Consultants”) to prepare a detailed Feasibility Study Report (“FSR”) for the establishment of the aforementioned Plant. More details on the services are provided in the attached Terms of Reference (“TOR”).

3. The Request for Proposal (“RFP”) has been addressed to the following shortlisted consultants:

   5. Association of TATA Consulting Engineers Limited, India and SILT Engineers and Consultant Pvt. Ltd., Nepal
   6. Projects and Development India Limited, India in association with PSA Consultants for Nepal
   7. Infrastructure Development Corporation (Karnataka) Ltd., India (iDeck) in association with Institute of Agricultural Technologist (“IAT”) and Feedback Infrastructure Service Nepal Ltd.
   8. JACOBS Consultancy in association with Taylor DeJongh and Eversheds Tower Bridge Court, UK

4. A consultant will be selected under Quality and Cost Based Selection procedure (“QCBS”), and procedures described in this RFP.

5. The RFP includes the following documents:

   Section 1 - Letter of Invitation
   Section 2 - Information to Consultants
   Section 3 - Technical Proposal - Standard Forms
   Section 4 - Financial Proposal - Standard Forms
   Section 5 - Terms of Reference
   Section 6 - Standard Forms of Contract.
6. Please inform us, upon receipt:
   (a) that you received the letter of invitation; and
   (b) whether you will submit a proposal alone or in association.

7. Consultants are required to submit their Proposals within 60 days from the date of issue of this RFP.

Yours sincerely,

Radhesh Pant
The Chief Executive Officer (CEO)
Office of the Investment Board
International Convention Center, New Baneshwor
Kathmandu
Section 2. Information to Consultants

1. Introduction

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

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

1.3 The assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the assignment includes several phases, the performance of the consultant under each phase must be to the Client's satisfaction before work begins on the next phase.

1.4 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first-hand information on the assignment and on the local conditions, consultants are encouraged to visit the Client before submitting a proposal and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. The consultants' representative should contact the officials named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.9 Consultants shall not be under a debarment for corrupt and fraudulent practices issued by GoN accordance with the above sub para. 1.8 (d).
1.10 Consultants shall furnish information as described in the Financial Proposal submission form (Section 4A) on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal, and to execute the work if the consultant is awarded the contract.

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

2. Clarification and Amendment of RFP Documents

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

2.2 At any time before the submission of proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited consultant, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex, facsimile, or electronic mail to all invited consultants and will be binding on them. The Client may at its discretion extend the deadline for the submission of proposals.

3. Preparation of Proposal

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

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

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

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

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

iii. It is desirable that the majority of the key professional staff
proposed be permanent employees of the consultant or have an extended and stable working relationship with it.

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

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

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

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

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

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

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

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

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

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

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

viii. Any additional information requested in the Data Sheet.

3.5 The Technical Proposal shall not include any financial information.

Financial Proposal

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

3.7 The Financial Proposal should clearly estimate, as a separate amount, the local taxes (including social security), duties, fees, levies, and other charges imposed under the applicable law, on the consultants, the sub-consultants, and their personnel (other than nationals or permanent residents of Nepal), unless the Data Sheet specifies otherwise.

3.8 Consultants may express the price of their services in the currency acceptable to the Client. The consultants may not use more than three foreign currencies. The Client may require consultants to state the portion of their price representing local cost in Nepalese Rupees if so indicated in the Data Sheet.

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

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

4. Submission, Receipt, and Opening of Proposals

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

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

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

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

5.6 After the evaluation of quality is completed, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify the consultants that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The opening date shall be 7 days for National level proposals and 15 days for International level proposals after the notification date. The notification may be sent by registered letter, cable, telex, facsimile, or electronic mail.

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 x T% + Sf x 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 its intention to accept the proposal to the selected consultant and other short-listed consultants within 7 days of selection of the winning proposal.

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

7.3 If the review application is not received by the Client pursuant to Sub-Clause 7.2 then the proposal of the Consultant, selected as per Sub-Clause 7.1 shall be accepted and the successful consultant shall be notified to come for signing the Agreement within 15 days.

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

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

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

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

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

8. **Confidentiality**

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

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

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

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

10. Blacklisting Consultant

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

a) if it is proved that the 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

10.2A 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

<table>
<thead>
<tr>
<th>Clause Reference</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1.1</strong></td>
<td>The name of the Client is: Government of Nepal Office of the Investment Board Chemical Fertilizer Plant International Convention Center, new Baneshwor, Kathmandu, Nepal Phone: 977-1-4475277, 4475278, 4475280 Fax: 977-1-4475281 Email: <a href="mailto:fertilizerplant@investmentboard.gov.np">fertilizerplant@investmentboard.gov.np</a> The method of selection is: <strong>Quality and Cost Based Selection (QCBS)</strong></td>
</tr>
<tr>
<td><strong>1.2</strong></td>
<td>Technical and Financial Proposals are requested: <strong>Yes</strong> The name, objectives, and description of the assignment are: Name: Detailed Feasibility Study Report of the Chemical Fertilizer Plant Objectives: As per TOR Description: As per TOR</td>
</tr>
<tr>
<td><strong>1.2</strong></td>
<td>Type of Contract Agreement is: <strong>Fixed fee</strong></td>
</tr>
</tbody>
</table>
| **1.3** | The assignment is phased: **Yes**  
  
  - The overall FSR period will be for twelve (12) months beginning from the award of the consultancy to the selected Consultant after the completion of the RFP process.  
  - Field visit, data collection and preparation of Inception Report must be submitted and discussed in the stakeholder meetings two (2) months after the agreement is signed.  
  - First Draft Final Report should be submitted to the IBN Chemical Fertilizer Project Section, Monitoring and Evaluation Division six (6) months after the Inception Report.  
  - Presentation on the draft report (at IBN amidst the presence of experts and concerned) is to be made two (2) months after the First Draft Final Report.  
  - Final reports need to be submitted two (2) months after the Presentation. The final report must incorporate MoAD and IBN comments. |
| **1.4** | A pre-proposal conference will be held: **Yes. Pre-proposal conference will be held on March 03, 2015, 10:00 am at the IBN’s main conference room.** |
| **1.5** | The Client will provide the following inputs: **This shall be as per the TOR** |
| **1.7.2** | The Client envisages the need for continuity for downstream work: **No** |
1.11 The clauses on fraud and corruption in the Contract are: NA. Consultants shall be aware of the provisions on fraud and corruption as provided in the Public Procurement Act, 2063(2006) and Public Procurement Rules, 2064 (2007).

2.1 Clarifications may be requested 7 days before the submission date. The address for requesting clarifications is:

Office of the Investment Board,
Government of Nepal
Chemical Fertilizer Plant
International Convention Center,
New Baneshwor,
Kathmandu,
Nepal
Phone: 977-1-4475277, 4475278, 4475280
Fax: 977-1-4475281
Email: fertilizerplant@investmentboard.gov.np

3.1 Proposals should be submitted in the following language(s): English

3.3 (i) Shortlisted consultants/entity may associate with other shortlisted consultants: No

(ii) The estimated number of professional staff-months required for the assignment is: NA

The fixed Budget Ceiling for the assignment is: NA

(iv) The minimum required experience of proposed professional staff: Shall be as per the TOR

(vi) Reports that are part of the assignment must be written in the following language(s): English

3.4 (vii) Training is a specific component of this assignment: No

(viii) Additional information in the Technical Proposal includes: Shall be as per the TOR.

3.7 Taxes: The consultancy firm is fully responsible for all taxes imposed by the relevant laws of GoN.

3.8 Currency of Payment: Nepali Rupees (NPR)

For International level proposal weather the Consultants is to state local cost in the national currency: No

3.10 Proposals must remain valid for 90 days after the submission date.

4.3 Consultants must submit an original and no additional copies of each proposal: Yes

4.4 The proposal submission address: Same as in 2.1

Information on the outer envelope should also include: Contract No.: 1/DFS/Chemical Fertilizer Plant

4.5 Proposals must be submitted no later than: As per letter of invitation

5.1 The address to send information to the Client is: Same as in 2.1

5.3 Technical Proposal Evaluation

The number of points to be given under each of the evaluation criteria are:

<table>
<thead>
<tr>
<th>SN</th>
<th>Particulars</th>
<th>Maximum Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Experience of the firm</td>
<td>5</td>
</tr>
<tr>
<td>2</td>
<td>Methodology and Work Plan</td>
<td>40</td>
</tr>
<tr>
<td>3</td>
<td>Qualifications and Experience of the key personnel</td>
<td>45</td>
</tr>
<tr>
<td>4</td>
<td>Participation of domestic manpower</td>
<td>10</td>
</tr>
<tr>
<td>5</td>
<td>Technology Transfer and Training</td>
<td>NA</td>
</tr>
<tr>
<td></td>
<td>Total</td>
<td>100</td>
</tr>
</tbody>
</table>
1. Experience of the firm

(i) Specific experience of the firm related to the assignment

No marks shall be given for the experience of the firm if the completion certificate is not attached. Projects completed within the last ten fiscal years only will be evaluated. (Use format 3 B)

The experience must be related to the feasibility study or the establishment of the chemical fertilizer plant.

(ii) General experience of the firm

The experience must be related to the feasibility study or the establishment of any production plant. (Use format 3 B and indicate General Experience)

(iii) Experience of the firm in South Asian countries

2. Methodology and Work Plan

Based on the adequacy of the proposed work plan and methodology in responding to the Terms of Reference

<table>
<thead>
<tr>
<th>I) Description</th>
<th>10</th>
</tr>
</thead>
<tbody>
<tr>
<td>Understanding the objective of TOR</td>
<td>4</td>
</tr>
<tr>
<td>Comments or suggestions on TOR and services</td>
<td>3</td>
</tr>
<tr>
<td>Description and review any relevant documents. (1.0 point maximum if the consultant has only listed the relevant documents)</td>
<td>3</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>II) Methodology</th>
<th>20</th>
</tr>
</thead>
<tbody>
<tr>
<td>Detailed step by step description of the methods to be adopted for technical, economic, financial, environmental and social impact analysis. (Use format 3 D)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>III) Work Plan (Schedule) &amp; Manning schedule</th>
<th>10</th>
</tr>
</thead>
<tbody>
<tr>
<td>Description of analysis steps or flowchart of the analysis process</td>
<td>5</td>
</tr>
<tr>
<td>Clear work schedule with description</td>
<td>5</td>
</tr>
<tr>
<td>(Use format 3 D)</td>
<td></td>
</tr>
</tbody>
</table>

3. Qualifications and Experience of the key personnel

(i) Qualifications and Experience of the key staff for the Assignment

<table>
<thead>
<tr>
<th>Description</th>
<th>Marks out of 50</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>I. Availability of Required Professional Key Personnel</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fertilizer Expert (Team leader)</td>
</tr>
<tr>
<td>Agriculture Expert</td>
</tr>
<tr>
<td>Legal Expert</td>
</tr>
<tr>
<td>Financial Expert</td>
</tr>
<tr>
<td>Urea Plant Engineer</td>
</tr>
<tr>
<td>Chemical Engineer</td>
</tr>
<tr>
<td>Civil Engineer</td>
</tr>
<tr>
<td>Social &amp; Environment Expert</td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>
### (ii) Marks for CV of the key personnel

<table>
<thead>
<tr>
<th>Personnel</th>
<th>Experience in similar job</th>
<th>Experience in similar geographic region</th>
<th>Experience related to chemical fertilizer plant</th>
<th>Total full mark for this section</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fertilizer Expert</td>
<td>1</td>
<td>1</td>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td>Agriculture Expert</td>
<td>1</td>
<td>1</td>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td>Legal Expert</td>
<td>1</td>
<td>1</td>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td>Financial Expert</td>
<td>0.5</td>
<td>0.5</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>Urea Plant Engineer</td>
<td>0.5</td>
<td>0.5</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>Chemical Engineer</td>
<td>0.5</td>
<td>-</td>
<td>0.5</td>
<td>1</td>
</tr>
<tr>
<td>Civil Engineer</td>
<td>0.5</td>
<td>-</td>
<td>0.5</td>
<td>1</td>
</tr>
<tr>
<td>Environment Engineer</td>
<td>0.5</td>
<td>-</td>
<td>0.5</td>
<td>1</td>
</tr>
<tr>
<td>Social Expert</td>
<td>0.5</td>
<td>0.5</td>
<td></td>
<td>1</td>
</tr>
</tbody>
</table>

**Note:** Similar geographic region means previous work experience in South Asian countries.

The following jobs shall be considered as the experience in the similar job:

I. Feasibility study of the chemical fertilizer plant

II. Development of the chemical fertilizer plant

(Use format 3 F)

### 4. Participation of domestic manpower in key personnel 10

(i) Local participation up to 10% 4

(ii) Local participation from 10% to 20% 6

(iii) Local participation above 20% 10

**Total Points:** 100

The minimum technical score required to pass: **60**

5.7 The single currency for price conversions is: **USD**

The source of official selling rates is: **As per the exchange rate of Nepal Rastra Bank (NRB) - (Central Bank of Nepal)**

The date of exchange rates is: **The date of transaction**
5.12 The formula for determining the financial scores is the following:
Either \( S_f = 100 \times \frac{F_m}{F} \), 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.

The weights given to the technical and Financial Proposals are:
- \( T \) (Technical Proposal) = 0.8
- \( P \) (Financial Proposal) = 0.2

6.1 The address for negotiations is: **Same as in 2.1**

7.8 The assignment is expected to commence after thirty days of the date of signing of the contract. The location shall be specified during the pre-proposal conference.
Appendix to Information to Consultants

Financial Negotiations

Breakdown of Remuneration Rates

1. Review of Remuneration Rates

1.1 The remuneration rates for staff are made up of salary, social costs, overheads, fee that is profit, and any premium or allowance paid for assignments away from headquarters. To assist the consultants in preparing financial negotiations, a sample form giving a breakdown of rates is attached (no financial information should be included in the Technical Proposal). Agreed breakdown sheets shall form part of the negotiated contract.

1.2 The Client is charged with the custody of government funds and is expected to exercise prudence in the expenditure of these funds. The Client is, therefore, concerned with the reasonableness of the consultant’s Financial Proposal, and, during negotiations, it expects to be able to review audited financial statements to substantiate the consultant’s remuneration rates, certified by an independent auditor. The consultant shall be prepared to disclose such audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. Rate details are discussed below.

i. Salary

This is the gross regular cash salary paid to the individual in the consultant’s home office. It shall not contain any premium for work away from headquarters or bonus (except where these are included by law or government regulations).

ii. Bonus

Bonuses are normally paid out of profits. Because the Client does not wish to make double payments for the same item, staff bonuses shall not normally be included in the rates. Where the consultant’s accounting system is such that the percentages of social costs and overheads are based on total revenue, including bonuses, those percentages shall be adjusted downward accordingly. Where national policy requires that 13 months’ pay be given for 12 months’ work, the profit element need not be adjusted downward. Any discussions on bonuses shall be supported by audited documentation, which shall be treated as confidential.

iii. Social Costs

Social costs are the costs to the consultant of staff’s non-monetary benefits. These items include, *inter alia*, pension, medical and life insurance costs, and the cost of a staff member being sick or on vacation. In this regard, the cost of leave for public holidays is not an acceptable social cost nor is the cost of leave taken during an assignment if no additional staff replacement has been provided. Additional leave taken at the end of an assignment in accordance with the consultant’s leave policy is acceptable as a social cost.

---

1 Used under (QCBS).
iv. Cost of Leave

The principles of calculating the cost of total days leave per annum as a percentage of basic salary shall normally be as follows:

\[
\text{Leave cost as percentage of salary}^2 = \frac{\text{total days leave} \times 100}{(365 - w - ph - v - s)}
\]

It is important to note that leave can be considered a social cost only if the Client is not charged for the leave taken.

v. Overheads

Overhead expenses are the consultant’s business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the contract. Typical items are home office costs (partner’s time, non-billable time, time of senior staff monitoring the project, rent, support staff, research, staff training, marketing, etc.), the cost of staff not currently employed on revenue-earning projects, and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years’ overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The Client does not accept an add-on margin for social charges, overhead expenses, etc., for staff who are not permanent employees of the consultant. In such case, the consultant shall be entitled only to administrative costs and fee on the monthly payments charged for subcontracted staff.

vi. Fee or Profit

The fee or profit shall be based on the sum of the salary, social costs, and overhead. If any bonuses paid on a regular basis are listed, a corresponding reduction in the profit element shall be expected. Fee or profit shall not be allowed on travel or other reimbursable expenses, unless in the latter case an unusually large amount of procurement of equipment is required. The consultant shall note that payments shall be made against an agreed estimated payment schedule as described in the draft form of the contract.

vii. Away from Headquarters Allowance or Premium

Some consultants pay allowances to staff working away from headquarters. Such allowances are calculated as a percentage of salary and shall not draw overheads or profit. Sometimes, by law, such allowances may draw social costs. In this case, the amount of this social cost shall still be shown under social costs, with the net allowance shown separately. For concerned staff, this allowance, where paid, shall cover home education, etc.; these and similar items shall not be considered as reimbursable costs.

viii. Subsistence Allowances

Subsistence allowances are not included in the rates, but are paid separately and in local currency. No additional subsistence is payable for dependents—the subsistence rate shall be the same for married and single team members.

UNDP standard rates for the particular country may be used as reference to determine subsistence allowances. Spelled

---

\[^2\text{Where } w = \text{weekends, } ph = \text{public holidays, } v = \text{vacation, and } s = \text{sick leave.}\]
2. Reimbursable

2.1 The financial negotiations shall further focus on such items as out-of-pocket expenses and other reimbursable. These costs may include, but are not restricted to, cost of surveys, equipment, office rent, supplies, international and local travel, computer rental, mobilization and demobilization, insurance, and printing. These costs may be either fixed or reimbursable in foreign or local currency.

3. Bank Guarantee

3.1 Payments to the consultant, including payment of any advance based on cash flow projections covered by a bank guarantee, shall be made according to an agreed estimated schedule ensuring the consultant regular payments in local and foreign currency, as long as the services proceed as planned.
### STANDARD REQUEST FOR PROPOSALS

#### INFORMATION TO CONSULTANTS

#### BREAKDOWN OF AGREED FIXED RATES

[Currencies: _______]  

<table>
<thead>
<tr>
<th>Consultants</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
<th>8</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td>Position</td>
<td>Basic Rate^3</td>
<td>Social Charge (___% of 1)</td>
<td>Overhead (___% of 1)</td>
<td>Subtotal</td>
<td>Fee (___% of 4)</td>
<td>Away from Headquarters Allowance (___% of 1)</td>
<td>Total Agreed Fixed Rate</td>
</tr>
<tr>
<td>Field Assignment</td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Home Office</td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signature of Consultant: ____________________________  Date: ________________
Authorized Representative: ________________________  Name: ____________________
Title: ____________________

---

3 This model form is given for negotiation purposes only. It is not part of the proposals (technical or financial).
4 If different currencies, a different table for each currency should be used.
5 Per month, day, or hour as appropriate.
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 Five Years**
**That Best Illustrate Qualifications**

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

<table>
<thead>
<tr>
<th>Assignment Name:</th>
<th>Country:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Location within Country:</td>
<td>Professional Staff Provided by Your Consultant/Entity(profiles):</td>
</tr>
<tr>
<td>Name of Client:</td>
<td>No. of Staff:</td>
</tr>
<tr>
<td>Address:</td>
<td>No. of Staff-Months; Duration of Assignment:</td>
</tr>
<tr>
<td>Start Date (Month/Year):</td>
<td>Completion Date (Month/Year): Approx. Value of Services Proposal National level: NRs International Level: (in Current US$):</td>
</tr>
<tr>
<td>Name of Associated Consultants, If Any:</td>
<td>No. of Months of Professional Staff Provided by Associated Consultants:</td>
</tr>
<tr>
<td>Name of Senior Staff and Designation (Project Director/Coordinator, Team Leader etc.) Involved and Functions Performed:</td>
<td></td>
</tr>
<tr>
<td>Narrative Description of Project: (Actual assignment, nature of activities performed and location)</td>
<td></td>
</tr>
<tr>
<td>Description of Actual Services Provided by Your Staff:</td>
<td></td>
</tr>
</tbody>
</table>

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, WORK PLAN AND MANNING SCHEDULE FOR PERFORMING THE ASSIGNMENT**
### 3E. TEAM COMPOSITION AND TASK ASSIGNMENTS

<table>
<thead>
<tr>
<th>1. Technical/Managerial Staff</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td>Position</td>
<td>Task</td>
</tr>
<tr>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>2. Support Staff</th>
<th></th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Name</td>
<td>Position</td>
<td>Task</td>
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</tbody>
</table>
3F. **FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF**

Proposed Position: ____________________________

Name of Consultant: ____________________________

Name of Staff: ____________________________

Profession: ____________________________

Date of Birth: ____________________________

Years with Consultant/Entity: ____________________________ Nationality: ____________________________

Membership in Professional Societies: ____________________________

Detailed Tasks Assigned: ____________________________

Key Qualifications:

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Reports Due/Activities</th>
<th>Months (in the Form of a Bar Chart)</th>
<th>Number of Months</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>1 2 3 4 5 6 7 8 9 10 11 12</td>
<td>Subtotal (1) Subtotal (2) Subtotal (3) Subtotal (4)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Number of Months</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subtotal (1)</td>
</tr>
<tr>
<td>Subtotal (2)</td>
</tr>
<tr>
<td>Subtotal (3)</td>
</tr>
<tr>
<td>Subtotal (4)</td>
</tr>
</tbody>
</table>

- Full-time: __________
- Part-time: __________
- Reports Due: __________
- Activities Duration: __________
- Signature: ____________________________
  (Authorized representative)

Full Name: ____________________________
Title: ____________________________
Address: ____________________________
### 3H. Activity (Work) Schedule

#### A. Field Investigation and Study Items

<table>
<thead>
<tr>
<th>Activity (Work)</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
<th>9th</th>
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#### B. Completion and Submission of Reports

<table>
<thead>
<tr>
<th>Reports</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Inception Report</td>
<td></td>
</tr>
<tr>
<td>2. Interim Progress Report</td>
<td></td>
</tr>
<tr>
<td>(a) First Status Report</td>
<td></td>
</tr>
<tr>
<td>(b) Second Status Report</td>
<td></td>
</tr>
<tr>
<td>3. Draft Report</td>
<td></td>
</tr>
<tr>
<td>4. Final Report</td>
<td></td>
</tr>
</tbody>
</table>
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:

<table>
<thead>
<tr>
<th>Name and Address of Agents</th>
<th>Amount and Currency</th>
<th>Purpose of Commission or Gratuity</th>
</tr>
</thead>
<tbody>
<tr>
<td>_________________________</td>
<td>___________________</td>
<td>________________________________</td>
</tr>
<tr>
<td>_________________________</td>
<td>___________________</td>
<td>________________________________</td>
</tr>
<tr>
<td>_________________________</td>
<td>___________________</td>
<td>________________________________</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Costs</th>
<th>Currency(ies)&lt;sup&gt;6&lt;/sup&gt;</th>
<th>Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subtotal</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Local Taxes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Amount of Financial Proposal</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<sup>6</sup> Maximum of three currencies plus the local currency.
### 4C. Breakdown of Price per Activity

<table>
<thead>
<tr>
<th>Activity No.: ________________</th>
<th>Activity No.: ________________</th>
<th>Description: ________________</th>
</tr>
</thead>
<tbody>
<tr>
<td>Price Component</td>
<td>Currency(ies)</td>
<td>Amount(s)</td>
</tr>
<tr>
<td>Remuneration</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reimbursables</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Miscellaneous Expenses</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subtotal</td>
<td></td>
<td>_____________________________</td>
</tr>
</tbody>
</table>
## 4D. BREAKDOWN OF REMUNERATION PER ACTIVITY

<table>
<thead>
<tr>
<th>Activity No.</th>
<th>Name:</th>
<th>Regular staff</th>
<th>Local staff</th>
<th>Consultants</th>
<th>Grand Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Positions</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Input(^7)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Remuneration Currency(ies) Rate</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

\(^7\) Staff months, days, or hours as appropriate.
### 4E. Reimbursables per Activity

Activity No: ___________________________  Name: _______________________

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price In</th>
<th>Total Amount In</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>International flights __________________________</td>
<td>Trip</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Miscellaneous travel expenses</td>
<td>Trip</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Subsistence allowance</td>
<td>Day</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Local transportation costs(^8)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Office rent/accommodation/clerical assistance</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Grand Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

\(^8\) 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**

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Rate</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Communication cost between ________________________________________________</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(telephone, telegram, telex, email)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Drafting, reproduction of reports</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Equipment: vehicles, computers, etc.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Software</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Grand Total</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Section 5.  Terms of Reference

Terms of Reference (ToR)

For the
“Feasibility Study on the Establishment of a Urea Fertilizer Plant in Nepal”

1.  Background:

The Investment Board Nepal was established under the Investment Board Nepal Act, 2068, enacted by the Constituent Assembly, functioning as Parliament under Article 83 of the Interim Constitution of Nepal, 2063. The Investment Board is entrusted with the task of promoting economic development of the country by creating an investment-friendly environment by means of mobilizing and managing public-private partnership, cooperatives, and domestic and foreign private investments for making the process of industrialization orderly and rapid, for the development of infrastructure and other sectors to create employment opportunities, and to offer meaningful contribution to poverty alleviation. In addition, the office of the IBN can select priority areas for investment, create a framework for selecting and evaluating projects, provide incentives to encourage investments, and engage in investment promotion activities. The IBN is chaired by the Prime Minister of the country, while the office of the IBN is headed by the CEO.

2.  Background of the Proposal:

The proposed feasibility study aims to examine the economic, financial, political, social, environmental, and technical viability of the proposed fertilizer plant. The feasibility study report is required to recommend at least three alternative locations (Location 1 or Location 2 or Location 3) for the proposed Plant. Any issues related to the recommended land are to be considered as a part of the feasibility study report.

3.  Scope of work:

The scope of work for the study is as mentioned below:

3.1 Cost Estimation (Accuracy within +/- 20%)

The Consultant will carry out Capital Cost Estimate (with accuracy within +/-20%) providing the following:

- Basis of cost estimates
- Cost break up (Technology License fees / Basic Engineering fees, Detailed Engineering fees, site development, buildings, in side battery limits(ISBL 9) Plant & Equipment, Proprietary Equipment, outside battery limits(OSBL 10) facilities including utilities and other installations / infrastructure necessary to complete the project, Pre-operative expenses,

9ISBL is typically the process units and the focus of the project, whether it is a grassroots facility or a revamp of an existing unit.
10OSBL consists of all connections necessary to make ISBL function: feed and product streams, utilities, waste streams, etc.
margin money etc.). The extent of foreign exchange component in the overall cost with break-up should also be indicated.

3.2 Contents of Feasibility Study Report:

The Consultant will conduct a study to determine the possible technologies and recommend to IBN the best technology to be used for the design and operation of the Plant. The study shall take into account the following issues:

a) **Technology Selection**
   - The report must present a detailed analysis covering all the subsequently mentioned headings for the following, including but not limited to, three technologies:
     - Natural Gas
     - Coal Gasification
     - Electrolysis

   The consultant shall recommend the most suitable technology for Nepal out of the above three.
   - Identify the suitability of ammonium nitrate as the primary nitrogenous fertilizer for Nepal.

b) **Site Selection**
   - Consultant shall suggest the best out of three alternatives for the site based on number of factors, including but not limited to land, water and material availability, road, transportation of over dimensional consignment/cargo (ODC\textsuperscript{11}), market, product evacuation, resettlement and rehabilitation (R&R), plant economics etc.

c) **Product Specifications:**
   - Urea Fertilizer

d) **Plant Configuration**
   - Plant Capacity
   - Plant Configuration
   - Proposed ISBL Facilities
   - Proposed OSBL Facilities

e) **Raw Materials and other Auxiliary Materials**
   - Sourcing
   - Specifications
   - Consumption
   - Costs

f) **Storage Facilities**
   - Raw Materials
   - Intermediates
   - Final Products
   - Fuel

\textsuperscript{11}Over Dimensional Consignment (ODC) is a shipment system that is normally bigger than standard container in length, breadth and height.
g) Process Sections
- Brief Process Description
- List of Inside Battery Limits (ISBL) equipment with specifications
- Process Flow Diagram (PFD)
- Utility Flow Diagram (UFD)
- Single Line Diagram & Electrical Equipment Ratings

h) Plot Plan, Infrastructure, Roads & Buildings and Common Facilities
- Land requirement and development
- Roads & Buildings
- Overall Plot Plan

i) Plant Operation and Control Systems
- Process control systems
- Manpower requirement
- Organization chart

j) Government Regulations (To be supported by IBN)
- Taxes & Duties
- Licensing Policies
- Import – Export Policy
- Policy related to incentive / export benefits, import substitution etc.
- Competition Act
- Factories Act and Labor Laws
- WTO implications, if any
- Any other regulations
- Subsidy or grant required from the GoN to establish and operate the plant needs to be presented in detail in the study. IBN will support consultant to provide local available input.

k) Electrical Power Supply Facility
- Total electric power requirement.
- Availability of electrical power and alternative sources in case of insufficient supply
- Present the economic and financial analysis of using an alternative power source if necessary.
- Effects and mitigation strategies for seasonal and hourly supply fluctuations.

l) Raw Water Facility
- Total raw water requirement
- Infrastructure for bringing raw water to the plot and that for establishing the supply system.
- Impact of raw water consumption on irrigation of local area.
- IBN will assist to provide estimated cost of raw water.
- Water discharge and effect on the environment.

m) Collection and Disposal of Effluent
- Identification of the source and types of effluents generated from the production facility.
• Source wise estimation of effluents generation.
• Specifications of the effluent generated.
• Specifications of wastewater treatment facility.
• Onsite collection, treatment and storage of effluents.
• Local conditions in support of IBN.
• Requirement of onsite Secured Solid Disposal Facility (SSDF) for 20 years of plant operation.

n) Steam Generation and Supply Network
• Total steam requirement
• Steam generation and supply scheme (Boiler and Pipelines etc.)

o) Natural Gas
• Total Natural Gas requirement

p) Other Utilities
• Other Utilities required such as but not limited to compressed air

q) Packaging
• Urea prilling/granulation and packaging facilities
• Storage and loading facilities

• Transportation of Products
  Identify the market and distance from manufacturing unit and preferred mode of transport.

• Formula Driven Price Mechanisms (FDPM) :
  Sensitivity based on Raw Material and Energy Prices

• Economic & Financial Analysis of the Project
  ▪ Economic Assumptions
    • Basis for Raw Materials & Utilities
    • Basis for sales of products
    • Basis for Calculation of cost of finance
    • Any other assumptions

  ▪ Financial Analysis
    • Basis of Financial Analysis
    • Financial Structure
    • Overall Capital Cost
    • Operational Cost
    • Means of Financing
    • Phasing of Expenditures
    • Cost of Production (Variable Cost and Fixed Cost)
    • Working Capital and Margin Money requirement
    • Profitability statements
    • Cash Flow statements, NPV and Debt-Service Coverage Ratio (DSCR)
    • Payback period
    • BEP Analysis
    • IRR Analysis of Project Cost
    • IRR of equity capital
Section 5. Terms of Reference

- Sensitivity Analysis with major variables having impact on IRR, DSCR & Payback.
- Sensitivity analysis at different prices derived from various Formula – Driven Pricing Mechanism
- Risk identification, assessment and mitigation plans

**Other Commercial Comparisons**

- The Consultant will be required to present detailed analysis on the required quantity of chemical fertilizer for Nepal. Furthermore, the consultant will be required to examine current subsidy on fertilizers as well as the potential impact on government subsidy if the plant comes into operation.
- Explore the export options in the international markets in case of overproduction.
- Cost benefit analysis: Importing versus Local manufacturing for both the present government-controlled market as well as for a potential liberalized market.
- Present the detailed comparison between PPP model and Private Investment for the Plant and recommend the most suitable approach. IBN will assist to collect locally available information to support the Consultant.
- Investigate the possibility of adjusting the operating schedule of the plant with respect to seasonal and peak/off-peak rates of electricity. Optimize operation to maximize electricity consumption during off-peak hours and minimize it during peak hours. Report the costs of operation during peak and off-peak hours as well as between the dry and wet seasons.
- Investigate the optimal production quantity taking into consideration economies of scale along with export potential.
- Building a dedicated power plant to supply power to the Plant: Analyze the financial implications of absorbing the cost of construction of the power plant into the cost of construction of the fertilizer plant.
  - The feasibility study report should present detailed analysis of the situation where the developers of the fertilizer plant build a captive power plant themselves.

**Environmental Impact Assessment**

- Investigate impact on the local environment due to the establishment and operation of the fertilizer plant.
- Ensure the compliance of the proposed plant with local and international environmental regulations.

4. **Timelines & Execution Plan**

- Project schedule with break-up of different activities including statutory approvals (to be provided by consultant), delivery schedule of Basic Engineering Package, Detailed Engineering Package, Procurement, Contracting, Erection & Construction, Pre – commissioning and Commissioning. This would be also based on inputs from selected technology supplier regarding time required for detailed engineering etc.
- Overall Project Implementation Schedule.
- Phase-wise manpower requirement during execution.
- Availability and sustainability of raw water and power during construction phase.
4.1 Tentative Schedule of Study

- The overall FSR period will be for twelve (12) months beginning from the award of the consultancy to the selected Consultant after the completion of the RFP process.
- Field visit, data collection and preparation of Inception Report must be submitted and discussed in the stakeholder meetings two (2) months after the agreement is signed.
- First Draft Final Report should be submitted to the IBN Chemical Fertilizer Project, Section, Monitoring and Evaluation Division six (6) months after the Inception Report.
- Presentation on the draft report (at IBN amidst the presence of experts and concerned) is to be made two (2) months after the First Draft Final Report.
- Final reports need to be submitted two (2) months after the Presentation. The final report must incorporate MoAD and IBN comments.

5. Statutory & Environment aspects

- Statutory & Environment Clearance requirements, Procedures and timeline
- Any other requirements

6. Qualification Requirement of consulting firm/organization:

6.1 Consulting firm/organization’s qualification

- Firm Registration Certificate
- VAT/PAN Registration Certificate
- Tax Clearance Certificate for FY2012/13 (069/70 BS)
- Minimum 5 years of experience
- The Consultants submitting EOI in joint venture shall furnish duly signed Joint Venture Agreement stating responsibility of each partner of Joint Venture and name of authorized signatories through attorney of power signed by each Joint Venture firm.
- If the proponent is a firm/company the detail of assignment of similar nature performed in the last five years and their locations of execution shall be provided.

6.2 Human Resource requirement:

The qualifications of the core team members shall be as follows:

<table>
<thead>
<tr>
<th>SN</th>
<th>Core Team Members</th>
<th>Qualifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>i.</td>
<td>Fertilizer Expert</td>
<td>Ph.D./M.Sc. with minimum 10 years’ experience or equivalent</td>
</tr>
<tr>
<td></td>
<td>(Team leader)</td>
<td></td>
</tr>
<tr>
<td>ii.</td>
<td>Agriculture Expert</td>
<td>M.Sc. Agriculture with 5 minimum years’ experience or equivalent</td>
</tr>
<tr>
<td>iii.</td>
<td>Legal Expert</td>
<td>LLM with minimum 5 years’ experience or equivalent</td>
</tr>
<tr>
<td>iv.</td>
<td>Financial Expert</td>
<td>Masters in Finance with minimum 5 years’ experience or equivalent</td>
</tr>
<tr>
<td>v.</td>
<td>Urea Plant Engineer</td>
<td>Masters in Mechanical engineering with minimum 5 years’ experience or equivalent</td>
</tr>
</tbody>
</table>
7. Other Requirement

- Brief on R&R and local employment issues.
- Key issues to be addressed for the project, such as environment and wild life issues etc.
- The Consultant shall weigh the pros & cons of the project and make recommendation with proper justification to enable IBN to make an informed decision on the project proposal.

8. Remuneration

- IBN shall pay to Consultant a fixed fee to be negotiated and agreed upon with the selected Consultant. The fee shall be payable in three installments:
  - 20% of the total bid amount after signing the agreement.
  - 40% of the total bid amount after the submission of First Final Draft Report incorporating IBN’s concerns on the First Draft Report.
  - Remaining 40% of the total amount after the submission of final report.

9. Taxation

- The consultancy firm is fully responsible for all taxes imposed by the relevant laws of GoN.

10. Confidentiality

- The consultancy firm shall not disclose the information collected in this assignment during the term of this assignment and thereafter to anyone who is not authorized by IBN.

11. IBN’s Right to the FSR Document

- Once the consultant completes the FSR work, the FSR and all related materials, including but not limited to, any intellectual property, design, technology that may form part or all of the FSR content, shall become the property of IBN.
- Consultant will not incorporate anything that would restrict the right of IBN or the GoN to modify, further develop or otherwise use the materials in any way IBN or GoN may deem necessary. In addition, the consultant will warrant that the provision of the Services and Deliverables will not infringe on any third-party intellectual property rights.
12. Conclusion & Recommendations

Conclusion and Recommendations shall draw together the findings of the feasibility study report. In the conclusion and recommendations section the proponent shall present, including but not limited to, the following:

- Summary of Key Issues
- Main Conclusions
- Recommendations
Section 6. Standard Form of Contract

MEMORANDUM OF AGREEMENT
(To be filled up after the Contract is awarded)

A. Form of contract

THIS AGREEMENT, made on the (Date)..............................between Government of Nepal, Office of the Investment Board, (herein after called as or “IBN”) of the one part and the Consulting Firm or JV .................. .................. .............. ........ ...... .............. (herein after called as “Consultant” or “Consultants”) the other part.

WHEREAS, the IBN is desirous that certain Professional Engineering Services should be performed viz. Detailed Feasibility Study of the Chemical Fertilizer Plant (“Plant”) the following Plant and has accepted a proposal by the firm for the performance of such services for the total amount of NRs............................................., excluding VAT. In words NRs. ...........

<table>
<thead>
<tr>
<th>Contract No</th>
<th>Name of the Project</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/DFS/Chemical Fertilizer Plant</td>
<td>Chemical Fertilizer Plant</td>
</tr>
</tbody>
</table>

The whole services comprised in the Agreement shall be completed and Draft Report submitted before (Date)..............................and shall perform the services in conformity in all respects with the provisions of the Agreement.

Now, this Agreement witness as follows:

1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Condition of Engagement hereinafter, referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
   a. The said proposal
   b. General Conditions of Contract
   c. Special Conditions of Contract
   d. Terms of Reference
   e. Memorandum of Agreement
   f. Special provisions (if any)
   g. Appendices (if any)
   h. Checklists (if any)
   i. Addenda (if any) to the documents (a) through (h)
   j. Instructions to consultant (if any)

2. The Firm shall commence and complete the Services from the date as specified in Special Conditions of Contract.

3. In consideration of the payments to be made by IBN to the Firm as hereinafter mentioned, the Firm hereby covenants with IBN to perform the services in conformity in all respects with the provisions of the Agreement.

4. IBN hereby covenants to pay the Firm in consideration of the performance of the services and amount at the manner prescribed by the Agreement.

IN WITNESS: whereas the parties here have made and executed this Agreement as of the day, month and year first above written.

On behalf of the Department
Witness:

1.______________________

On behalf of the Firm

2.______________________
B. General Conditions of Contract


| 1.1 Definitions | Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>“Applicable Law”</td>
<td>means the laws and any other instruments having the force of law in Nepal, as they may be issued and in force from time to time;</td>
</tr>
<tr>
<td>“Contract”</td>
<td>means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;</td>
</tr>
<tr>
<td>“Effective Date”</td>
<td>means the date on which this Contract comes into force and effect pursuant to Clause GCC 2.1;</td>
</tr>
<tr>
<td>“Foreign Currency”</td>
<td>means any currency other than the currency of the Government;</td>
</tr>
<tr>
<td>“GCC”</td>
<td>means these General Conditions of Contract;</td>
</tr>
<tr>
<td>“Donor”</td>
<td>means the organization offering loan, credit or grant to the Government;</td>
</tr>
<tr>
<td>“Local Currency”</td>
<td>means the currency of the Government;</td>
</tr>
<tr>
<td>“Members,” in case the Consultants consist of a joint venture of more than one entity, means any of these entities; and “Members” means all these entities;</td>
<td></td>
</tr>
<tr>
<td>“Party”</td>
<td>means the Client or the Consultants, as the case may be, and “Parties” means both of them;</td>
</tr>
<tr>
<td>“Personnel”</td>
<td>means persons hired by the Consultants or by any Subconsultant as employees and assigned to the performance of the Services or any part thereof; “Foreign Personnel” means such persons who at the time of being so hired had their domicile outside Nepal; “Local Personnel” means such persons who at the time of being so hired had their domicile inside Nepal; and “Key Personnel” means the Personnel referred to in Clause GCC 4.2(a);</td>
</tr>
<tr>
<td>“SCC”</td>
<td>means the Special Conditions of Contract by which the GCC may be amended or supplemented;</td>
</tr>
<tr>
<td>“Services”</td>
<td>means the work to be performed by the Consultants pursuant to this Contract, as described in Appendix A hereto;</td>
</tr>
<tr>
<td>“Subconsultant”</td>
<td>means any person or entity to whom/which the Consultants subcontract any part of the Services in accordance with the provisions of Clause GCC 3.7;</td>
</tr>
<tr>
<td>“Third Party”</td>
<td>means any person or entity other than the Government, the Client, the Consultants or a Subconsultant.</td>
</tr>
</tbody>
</table>

| 1.2 Relation between the Parties | Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the Client and the Consultants. The Consultants, subject to this Contract, have complete charge of Personnel and Subconsultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder. |
1.3 Law Governing Contract
This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law of Nepal.

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.

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

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

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

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

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

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

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

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

2. Commencement, Completion, Modification and Termination of Contract

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

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

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

2.4 Expiration of Contract
Unless terminated earlier pursuant to Clause GCC 2.9 hereof, this Contract shall terminate at the end of such time period after the Effective Date as shall be specified in the SCC.
| 2.5 Entire Agreement | This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representatives of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. |
| 2.6 Modification | Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties and, if applicable, shall not be effective until the consent of the Donor, has been obtained. Pursuant to Clause GCC 7.2 hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party. |
| 2.7 Force Majeure | For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Subconsultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder. |
| 2.7.2 No Breach of Contract | The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract. |
| 2.7.3 Measures to be Taken | A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party’s inability to fulfill its obligations hereunder with a minimum of delay. |
| 2.7.4 Extension of Time (EoT) | Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure or Client’s failure to provide facilities in time as per the contract. The Consultant shall submit an application to the Client for extension of time, stating the causes for delay with supporting evidence within 7 days before the expiry of the Contract completion date. The approval of EoT shall be subject to verification by the Client whether: a. the consultant had made the best possible efforts to complete the
work in due time,
b. the facilities to be provided by the Client as per the contract to the Consultant was made in time or not,
c. the delay was as a result of Force Majeure or not.

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

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

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

2.9 Termination
2.9.1 By the Client
The Client may, by not less than thirty (30) days’ written notice of termination to the Consultants. (except in the event listed in paragraph (f) below, for which there shall be a written notice of not less than sixty (60) days), such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (g) of this Clause GCC 2.9.1, terminate this Contract:

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

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

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

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

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

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

(g) if the Consultant, in the judgment of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause:
“corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

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

| 2.9.2 By the Consultants | The Consultants may, by not less than thirty (30) days’ written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.9.2, terminate this Contract:

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

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

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

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

| 2.9.3 Cessation of Rights and Obligations | Upon termination of this Contract pursuant to Clauses GCC 2.2 or GCC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GCC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 3.3 hereof, (iii) the Consultants’ obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 3.6(ii) hereof, and (iv) any right which a Party may have under the Applicable Law.

| 2.9.4 Cessation of Services | Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 2.9.1 or GCC 2.9.2 hereof, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants and equipment and materials furnished by the Client, the Consultants shall proceed as provided, respectively, by Clauses GCC 3.9 or GCC 3.10 hereof.

| 2.9.5 Payment upon Termination | Upon termination of this Contract pursuant to Clauses GCC 2.9.1 or GCC 2.9.2 hereof, the Client shall make the following payments to the Consultants:

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

(b) reimbursable expenditures pursuant to Clause GCC 6 hereof for expenditures actually incurred prior to the effective date of termination; and
except in the case of termination pursuant to paragraphs (a) through (d) of Clause GCC 2.9.1 hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract including the cost of the return travel of the Personnel and their eligible dependents.

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

3. Obligations of the Consultants

3.1 General

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

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

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

3.2 Conflict of Interests

3.2.1 Consultants Not to Benefit from Commissions, Discounts, etc.
The remuneration of the Consultants pursuant to Clause GC 6 hereof shall constitute the Consultants’ sole remuneration in connection with this Contract or the Services and, subject to Clause GCC 3.1.3 hereof, the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the Consultants shall use their best efforts to ensure that any Subconsultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2 Consultants and Affiliates Not to Engage in Certain Activities
The Consultants agree that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultants, as well as any Subconsultant and any entity affiliated with such Subconsultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.3 Prohibition of Conflicting Activities
The Consultants shall not engage, and shall cause their Personnel as well as their Subconsultants and their Personnel not to engage, either directly or indirectly, in any of the following activities:

(a) during the term of this Contract, any business or professional activities in Nepal which would conflict with the activities assigned
to them under this Contract; and
(b) after the termination of this Contract, such other activities as may be specified in the SCC.

### 3.3 Confidentiality

The Consultants, their Subconsultants, and the Personnel of either of them shall not, either during the term of within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client’s business or operations without the prior written consent of the Client.

### 3.4 Liability of the Consultants

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

### 3.5 Insurance to be Taken Out by the Consultants

The Consultants (i) shall take out and maintain, and shall cause any Subconsultants to take out and maintain, at their (or the Subconsultants’, as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverages, as shall be specified in the SCC, and (ii) at the Client’s request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

### 3.6 Accounting, Inspection and Auditing

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

### 3.7 Consultants’ Actions Requiring Client’s Prior Approval

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

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

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

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

### 3.8 Reporting Obligations

The Consultants shall submit to the Client the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.
<table>
<thead>
<tr>
<th>Section 6</th>
<th>Standard Form of Contract</th>
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<tbody>
<tr>
<td><strong>3.9 Documents Prepared by the Consultants to be the Property of the Client</strong></td>
<td>All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultants for the Client under this Contract shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SCC.</td>
</tr>
<tr>
<td><strong>3.10 Equipment and Materials Furnished by the Client</strong></td>
<td>Equipment and materials made available to the Consultants by the Client, or purchased by the Consultants with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultants shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client’s instructions. While in possession of such equipment and materials, the Consultants, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.</td>
</tr>
</tbody>
</table>
4. Consultant’s Personnel and Subconsultants

<table>
<thead>
<tr>
<th>4.1 General</th>
<th>The Consultants shall employ and provide such qualified and experienced Personnel and Subconsultants as are required to carry out the Services.</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.2 Description of Personnel</td>
<td>(a) The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultants’ Key Personnel are described in Appendix C. If any of the Key Personnel has already been approved by the Client, his/her name is listed as well.</td>
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<td></td>
<td>(b) If required to comply with the provisions of Clause GCC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Consultants by written notice to the Client, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GCC 6.1(b) of this Contract. Any other such adjustments shall only be made with the Client’s written approval.</td>
</tr>
<tr>
<td></td>
<td>(c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the Client and the Consultants, provided that any such increase shall not, except as otherwise agreed in writing, cause payments under this Contract to exceed the ceilings set forth in Clause GCC 6.1(b) of this Contract.</td>
</tr>
<tr>
<td>4.3 Approval of Personnel</td>
<td>The Key Personnel and Subconsultants listed by title as well as by name in Appendix C are hereby approved by the Client. In respect of other Key Personnel which the Consultants propose to use in the carrying out of the Services, the Consultants shall submit to the Client for review and approval a copy of their biographical data and (in the case of Key Personnel to be used within the country of the Government) a copy of a satisfactory medical certificate in the form attached hereto as Appendix D. If the Client does not object in writing (stating the reasons for the objection) within twenty-one (21) calendar days from the date of receipt of such biographical data and (if applicable) such certificate, such Key Personnel shall be deemed to have been approved by the Client.</td>
</tr>
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</table>
### 4.4 Working Hours, Overtime, Leave, etc.

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

(b) The Key Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix E hereto, and except as specified in such Appendix, the Consultants’ remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set forth in Appendix C. Any taking of leave by Personnel shall be subject to prior approval by the Consultants who shall ensure that absence for leave purposes will not delay progress and adequate supervision of the Services.

### 4.5 Removal and/or Replacement of Personnel

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

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

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

### 4.6 Resident Project Manager

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

<table>
<thead>
<tr>
<th>5.1 Assistance and Exemptions</th>
<th>Unless otherwise specified in the SCC, the Client shall use its best efforts to ensure that the Government shall:</th>
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<tbody>
<tr>
<td></td>
<td>(a) provide the Consultants, Subconsultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultants, Subconsultants or Personnel to perform the Services;</td>
</tr>
<tr>
<td></td>
<td>(b) arrange for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in Nepal;</td>
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<td>(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;</td>
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<td></td>
<td>(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;</td>
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<td></td>
<td>(e) exempt the Consultants, Personnel and any Subconsultants employed by the Consultants for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;</td>
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<tr>
<td></td>
<td>(f) grant to the Consultants, any Subconsultants and the Personnel of either of them the privilege, pursuant to the Applicable Law, of bringing into Nepal reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Personnel and their dependents and of withdrawing any such amounts as may be earned therein by the Personnel in the execution of the Services; and</td>
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<tr>
<td></td>
<td>(g) provide to the Consultants, Subconsultants and Personnel any such other assistance as may be specified in the SCC.</td>
</tr>
<tr>
<td>5.2 Access to Site</td>
<td>The Client warrants that the Consultants shall have, free of charge, unimpeded access to all sites in Nepal in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to such site or any property thereon resulting from such access and will indemnify the Consultants and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultants or any Subconsultant or the Personnel of either of them.</td>
</tr>
<tr>
<td>5.3 Change in the Applicable Law</td>
<td>If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultants in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultants under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GCC 6.1(b).</td>
</tr>
</tbody>
</table>
### 5.4 Services, Facilities and Property of the Client

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

### 5.5 Payment

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

### 5.6 Counterpart Personnel

(a) If so provided in Appendix F hereto, the Client shall make available to the Consultants, as and when provided in such Appendix F, and free of charge, such counterpart personnel to be selected by the Client, with the Consultants’ advice, as shall be specified in such Appendix F. Counterpart personnel shall work under the exclusive direction of the Consultants. If any member of the counterpart personnel fails to adequately perform any work assigned to such member by the Consultants, which is consistent with the position occupied by such member, the Consultants may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

(b) If counterpart personnel are not provided by the Client to the Consultants as and when specified in Appendix F, the Client and Consultants shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultants as a result thereof pursuant to Clause GCC 6.1(c) hereof.

### 6. Payments to The Consultants

#### 6.1 Cost Estimates; Ceiling Amount

(a) An estimate of the cost of the Services payable in foreign currency is set forth in Appendix G. An estimate of the cost of the Services payable in local currency is set forth in Appendix H.

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

(c) Notwithstanding Clause GCC 6.1(b) hereof, if pursuant to any of the Clauses GCC 5.3, 5.4 or 5.6 hereof, the Parties shall agree that additional payments in local and/or foreign currency, as the case may be, shall be made to the Consultants in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GCC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GCC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.
### 6.2 Remuneration and Reimbursable Expenditures

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

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

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

### 6.3 Currency of Payment

(a) Foreign currency payments shall be made in the currency or currencies specified as foreign currency or currencies in the SCC and local currency payments shall be made in the currency of the Government.

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

### 6.4 Mode of Billing and Payment

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

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

(b) As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services or on completion of the task on which the payment is based, the Consultants shall submit to the Client, in duplicate, itemized statements, accompanied by copies of receipted invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to Clauses GCC 6.3 and 6.4 for such month or completed task. Separate monthly statements shall be submitted in respect of amounts payable in foreign currency and in local currency. Each such separate monthly statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenditures. The invoice format shall be as agreed between the Client and the Consultants.

(c) The Client shall cause the payment of the Consultants’ monthly statements less retention money 5% within thirty (30) days after the receipt by the Client of such statements with supporting documents. Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorised to be incurred by the Consultants, the Client may add or subtract the difference from any subsequent payments. Interest at the annual rate specified in the SCC.
shall become payable as from the above due date on any amount due by, but not paid on, such due date.

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

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

### 6.5 Retention

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

### 6.6 Liquidated Damages

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

### 7. Fairness and Good Faith

#### 7.1 Good Faith

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

#### 7.2 Operation of the Contract

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

<table>
<thead>
<tr>
<th>8.1 Amicable Settlement</th>
<th>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.</th>
</tr>
</thead>
<tbody>
<tr>
<td>8.2 Dispute Settlement</td>
<td>Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party’s request for such amicable settlement may be referred to the Adjudicator or Dispute Resolution Board (DRB) by either Party as specified in the SCC within 15 days after the amicable settlement period of 30 days.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>8.3 Appointment of the Adjudicator</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>(a)</strong> The Adjudicator, shall be appointed jointly by the Client and the Consultant within 30 days of the commencement date of the contract. If the parties cannot reach an agreement on the appointment of the Adjudicator, the Client will request the Appointing Authority designated in the SCC, to appoint the Adjudicator within 15 days of receipt of such request.</td>
</tr>
<tr>
<td><strong>(b)</strong> Should the Adjudicator resign or die, or should the Client and the Consultant agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Client and the Consultant. In case of disagreement between the Client and the Consultant, within 30 days, the Adjudicator shall be designated by the Appointing Authority at the request of either party, within 15 days of receipt of such request.</td>
</tr>
</tbody>
</table>

**OR**

<p>| <strong>(a)</strong> The DRB if specified in SCC shall be formed within 30 days of the commencement date of the contract. The DRB shall comprise of three members. Each party shall appoint one member each and the third member who shall act as the Chairman shall be appointed by the two members appointed by the Parties. |
| <strong>(b)</strong> If a DRB member declines to act or is unable to act as a result of death, disability, resignation or termination of appointment, a replacement shall be appointed in the same manner as the replaced member was required to have been appointed. |</p>
<table>
<thead>
<tr>
<th><strong>8.4. Procedures for Disputes</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) If a dispute is referred to the Adjudicator or the DRB pursuant to GCC Clause 8.2 then the Adjudicator or the DRB shall give a decision in writing within 30 days of receipt of a reference of the dispute.</td>
</tr>
<tr>
<td>(b) The Adjudicator or the DRB member shall be paid by the hour at the rate specified in the SCC, together with reimbursable expenses of the types specified in the SCC, and the cost shall be divided equally between the Client and the Consultant, whatever decision is reached by the Adjudicator or the DRB. Either party may refer a decision of the Adjudicator or the DRB to an Arbitrator within 30 days of the Adjudicator or DRB’s written decision. If neither party refers the dispute to arbitration within the above 30 days, the Adjudicator’s decision will be final and binding.</td>
</tr>
<tr>
<td>(c) In case of arbitration, the arbitration shall be conducted in accordance with the arbitration procedures published by the institution named and in the place shown in the SCC.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>9. Remedies for Breach of Contract</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Without prejudice to any other right of the Client under this Contract, the remedies available to the Client in the event of breach of the Contract by the Consultant are as follows:</td>
</tr>
<tr>
<td>(a) rejection of defective performance,</td>
</tr>
<tr>
<td>(b) prompt replacement and correction of defective services,</td>
</tr>
<tr>
<td>(c) application of liquidated damages for delay as per the provision of the Contract,</td>
</tr>
<tr>
<td>(d) termination of the contract and correction of the services, not performed as per the requirement of the contract, at the expense of the consultant,</td>
</tr>
<tr>
<td>(e) recovery for consequential damages;</td>
</tr>
<tr>
<td>(f) such other remedies as may be available pursuant to the contract or to applicable law.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>10. Conduct of Consultants</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>10.1 The Consultant shall be responsible to fulfill his obligations as per the requirement of the Contract Agreement, RFP documents and Government’s Procurement Act and Regulations.</td>
</tr>
<tr>
<td>10.2 The consultant shall not carry out or cause to carry out the following acts with an intention to influence the implementation of the procurement process or the contract agreement:</td>
</tr>
<tr>
<td>(a) give or propose improper inducement directly or indirectly,</td>
</tr>
<tr>
<td>(b) distortion or misrepresentation of facts</td>
</tr>
<tr>
<td>(c) engaging or being involved in corrupt or fraudulent practice</td>
</tr>
<tr>
<td>(d) interference in participation of other prospective bidders.</td>
</tr>
<tr>
<td>(e) coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement</td>
</tr>
</tbody>
</table>
(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.

### 11. Blacklisting Consultant

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

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

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

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

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

11.2 A Consultant declared blacklisted and ineligible by the Public Procurement Monitoring Office (PPMO) and or concerned Donor Agency in case of donor funded project shall be ineligible to bid for a contract during the period of time determined by the PPMO and or the concerned donor agency.
C. Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

<table>
<thead>
<tr>
<th>Number Of GCC Clause</th>
<th>Amendments Of, And Supplements To, Clauses In The General Conditions Of Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.6.1</td>
<td>The addresses are:</td>
</tr>
<tr>
<td></td>
<td>Client:</td>
</tr>
<tr>
<td></td>
<td>Address: Chemical Fertilizer Plant, International Convention Center, New</td>
</tr>
<tr>
<td></td>
<td>Baneshwor, Kathmandu, Nepal.</td>
</tr>
<tr>
<td></td>
<td>Attention: CEO, Office of the Investment Board</td>
</tr>
<tr>
<td></td>
<td>E-mail address: <a href="mailto:fertilizerplant@investmentboard.gov.np">fertilizerplant@investmentboard.gov.np</a></td>
</tr>
<tr>
<td></td>
<td>Telex: +977 – 1- 4475277, 4475278, 4475280</td>
</tr>
<tr>
<td></td>
<td>Facsimile: +977 -1- 4475281</td>
</tr>
<tr>
<td></td>
<td>Consultants:</td>
</tr>
<tr>
<td></td>
<td>Address: ……………………………………………………………………………</td>
</tr>
<tr>
<td></td>
<td>Attention: ……………………………………………………………………………</td>
</tr>
<tr>
<td></td>
<td>Cable address: ……………………………………………………………………………</td>
</tr>
<tr>
<td></td>
<td>Telex: ……………………………………………………………………………</td>
</tr>
<tr>
<td></td>
<td>Facsimile: ……………………………………………………………………………</td>
</tr>
<tr>
<td></td>
<td>E-mail: ……………………………………………………………………………</td>
</tr>
<tr>
<td>1.6.2</td>
<td>Notice will be deemed to be effective as follows:</td>
</tr>
<tr>
<td></td>
<td>(a) in the case of personal delivery or registered mail, on delivery;</td>
</tr>
<tr>
<td></td>
<td>(b) in the case of facsimiles and e-mail, 6 hours following confirmed transmission.</td>
</tr>
<tr>
<td>1.8</td>
<td>The Member in Charge is [To be named during contract].</td>
</tr>
<tr>
<td>1.9</td>
<td>The Authorized Representatives are:</td>
</tr>
<tr>
<td></td>
<td>For the Client: [CEO, Office of the Investment Board]</td>
</tr>
<tr>
<td></td>
<td>For the Consultants: [to be named during agreement]</td>
</tr>
<tr>
<td>2.1</td>
<td>[To be inserted at the time of pre-proposal conference]</td>
</tr>
<tr>
<td>2.2</td>
<td>The time period shall be 30 days or such other time period as the parties may agree in writing.</td>
</tr>
<tr>
<td>2.3</td>
<td>The time period shall be within 30 days after the Effective Date or such other time period as the parties may agree in writing.</td>
</tr>
<tr>
<td>2.4</td>
<td>Expiry Date of this Contract: [To be inserted at the time of pre-proposal conference]</td>
</tr>
<tr>
<td>3.2.3(b)</td>
<td>Consultants shall not use any aspect of this Detailed Feasibility Study Report for five (5) years after the termination of this Contract in relation to any chemical fertilizer plant or other fertilizer related projects in Nepal.</td>
</tr>
<tr>
<td>3.4</td>
<td>‘3.4 Limitation of the Consultants’ Liability towards the Client</td>
</tr>
</tbody>
</table>
(a) Except in case of gross negligence or willful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Client’s property, shall not be liable to the Client:

(i) for any indirect or consequential loss or damage; and

(ii) for any direct loss or damage that exceeds (A) the total payments for professional fees and reimbursable expenditures made or expected to be made to the Consultants hereunder, or (B) the proceeds the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (A) or (B) is higher.

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

3.5 [To be inserted later]

3.6 [IFRS or GAAP or any standard agreed during negotiations]

3.7(c) The other actions are:

(h) Any change in the proposed key personnel specified in the Proposal submitted by the Consultant.

(i) Any changes to the TOR

(j) Time extension for completion of work

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

4.6 Resident Project Manager: [details to be inserted later]

5.1(g) [To be inserted and re-circulated after pre-proposal conference]

6.1(b) [To be inserted during negotiations]

6.2(a) and (b) [To be inserted during negotiations]

6.3(a) Foreign currency: [insert]

6.3(b) [To be inserted and re-circulated after pre-proposal conference]

6.4(a) No advance payments shall be made to the consultants. Client shall pay to the Consultant a fixed fee of NPR [Amount to be inserted after negotiations] (“Contract Value”). The fee shall be payable in 3 instalments:

a) 20% of the Contract Value after signing the contract against an unconditional and irrevocable, payable on-demand bank guarantee issued by a Nepalese Commercial Bank in favour of Client under conditions satisfactory to the Client.

Notwithstanding anything stated above, consultant may choose an option to receive the first instalment along with the second instalment without issuing any bank guarantee.

b) 40% of the Contract Value after the submission of First Final Draft Report incorporating Client’s concerns on the First Draft Report.

c) Remaining 40% of the Contract Value after submission of the Final Report by the Consultant and acceptance of such Final Report by the Client.

6.4(c) The interest rate is: 0%
6.4(e) Account Details of the Consultant:
[To be provided by the Consultant]

6.5 (a) NA

6.6 Liquidated Damages: at the rate of 0.05% of Contract Value per day to a maximum of 10% of the Contract Value.
If the liability exceeds an amount equivalent to the maximum amount of liquidated damages, then the Contract shall be terminated at the option of the Client.

8.2 [To be inserted during negotiations]

8.3 Appointment of the Adjudicator or DRB Member
Appointing Authority: Nepal Council of Arbitration (NEPCA)

8.4(b) [Rate to be inserted later]

8.4 (c) Institution: Nepal Arbitration Council (NEPCA)
Place: Kathmandu
Language: English

Signature of witness :
Name (in bold letters):
Address :
Date :
Seal

Signature of Consultant :
Name (in bold letters):
Name and address of the firm:
Date :
Model Form I

See Clause SCC 6.2(b)(i)

Consulting Firm: Country:
Assignment: Date:

Consultants’ Representations Regarding Costs and Charges

We hereby confirm that (a) the basic salaries indicated below are taken from the firm’s payroll records and reflect the current salaries of the staff members listed which have not been raised other than within the normal annual salary increase policy as applied to all the firm’s staff; (b) attached are true copies of the latest salary slips of the staff members listed; (c) the away from headquarters allowances indicated below are those that the Consultants have agreed to pay for this assignment to the staff members listed; (d) the factors listed below for social charges and overhead are based on the firm’s average cost experiences for the latest three years as represented by the firm’s financial statements; and (e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing. (Expressed in [name of currency])

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Basic Salary per Working Month/Day/Year (a)</th>
<th>Social Charges (^1) (b)</th>
<th>Overhead (^1) (c)</th>
<th>Away from Headquarters Allowance (f)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<tr>
<td>Etc.</td>
<td></td>
<td></td>
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<td></td>
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</tr>
</tbody>
</table>

\(^1\) Expressed as a percentage of (a)

(Name of the Consulting Firm)

-------------------------------------------------------------

Signature of Authorized Representative                      Date

Name: --------------------------------------------------------
Title: --------------------------------------------------------

Note: For field staff, use Basic Salary per Working Month; for home office staff, Basic Salary per Working Day or Hour. For field staff, also fill in Away from Headquarters Allowance, if any. This form (and the one on the next page) should not be part of the signed Contract but should be executed by the Consultants separately. See Notes in Clause SCC 6.2(b)(i).
Model Form II
See Notes to Form on preceding page and to Clause SCC 6.2(b)(i)

Breakdown of Agreed Fixed Rates in Consultants’ Contract
We hereby confirm that we have agreed to pay to the staff members listed, who will be involved in this assignment, the basic salaries and away from headquarters allowances (if applicable) indicated below:
(Expressed in (Names of currency))

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Basic Salary per Working Month/Day/Year (a)</th>
<th>Social Charges (^1) (b)</th>
<th>Overhead (^1) (c)</th>
<th>Fee (^2) (d)</th>
<th>Subtotal (^1) (e)</th>
<th>Away from Headquarters Allowance (f)</th>
<th>Agreed Fixed rate per Working Month/Day/Year (g)</th>
<th>Agreed Fixed Rate (^1) (h)</th>
</tr>
</thead>
</table>

1 Expressed as a percentage of (a)
2 Expressed as a percentage of (d)

Signature
Name: --------------------------------------------------------------- ------------------------------
---------------------------------------------------------------
Title: --------------------------------------------------------------- Date
Appendices

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

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

Appendix C—Key Personnel and Subconsultants
List under:
C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of Key foreign Personnel to be assigned to work in Nepal, and staff-months for each.
C-2 Same information as C-1 for Key local Personnel.
C-3 Same as C-1 for Key Personnel to be assigned to work outside Nepal.
C-4 List of approved Subconsultants (if already available); same information with respect to their Personnel as in C-1 through C-4.

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

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

Appendix F—Duties of the Client
List under:
F-1 Services, facilities and property to be made available to the Consultants by the Client.
F-2 Counterpart personnel to be made available to the Consultants by the Client.

Appendix G—Cost Estimates in Foreign Currency
List hereunder cost estimates in foreign currency:
1. (a) Monthly rates for foreign Personnel (Key Personnel and other Personnel)
   (b) Monthly rates for local Personnel (Key Personnel and other Personnel).
   Note: This should be added if local Personnel are also being paid in foreign currency.
2. Reimbursable expenditures
   (a) Per diem allowances.
   (b) Air transport for foreign Personnel.
   (c) Air transport for dependents.
   (d) Transport of personal effects.
   (e) International communications.
   (f) Printing of documents specified in Appendices A and B hereof.
   (g) Acquisition of specified equipment and materials to be imported by the Consultants and to be paid for by the Client (including transportation to Nepal).
   (h) Other foreign currency expenditures, like use of computers, foreign training of Client’s staff, various tests, etc.

Appendix H—Cost Estimates in Local Currency
List hereunder cost estimates in local currency:
1. Monthly rates for local Personnel (Key Personnel and other Personnel)
2. Reimbursable expenditures as follows:
   (a) Per diem rates for subsistence allowance for foreign short-term Personnel, plus estimated totals.
   (b) Living allowances for long-term foreign Personnel, plus estimated totals.
   (c) Cost of local transportation. (d) Cost of other local services, rentals, utilities, etc.
Appendix I—Form of Bank Guarantee for Advance Payments

Note: See Clause GCC 6.4(a) and Clause SCC 6.4(a). The Client should insert here an acceptable form of a bank guarantee. An example is set forth below.

TO: [Name and Address of Client]
   [Name of Contract for Consultants’ Services]

Gentlemen:

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

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

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

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

Yours truly,

----------------------------------------------------------
Signature and Seal

Name of Bank/Financial Institution

Address

Date:

---

12 An amount is to inserted by the bank or financial institution as specified in Clause SC 6.4(a)
APPENDIX J—MINUTES OF NEGOTIATIONS MEETINGS

Append minutes of negotiation meetings if applicable. It is advisable to append minutes where important changes in the scope of work, schedule etc. were made during negotiations.