



राष्ट्रिय प्रसारण ग्रिड कम्पनी लिमिटेड

(नेपाल सरकारको स्वामित्व भएको)

Rastriya Prasaran Grid Company Limited
Buddhanagar, Kathmandu

SELECTION OF CONSULTANTS

AMENDED REQUEST FOR PROPOSALS

RFP No.: RPGCL/RFP/NCB/082-83/01

Selection of Consulting Services for:

Walkover, Geological Study, Detail Survey, Tower Spotting/Tower Scheduling, BoQ Preparation and Cost Estimation of Humla - Phukot 400 kV Transmission Line Project.

Project: Humla - Phukot 400 kV Transmission Line Project.

Office Name: Rastriya Prasaran Grid Company Limited

Office Address: BPC Building, Rudramati Marg, Buddhanagar, Kathmandu-10, Nepal.

Financing Agency: Government Budget

1st Publication 17 September, 2026

Amended on: 09 October, 2026

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विजुली मार्ग - समृद्ध नेपालको यात्रा

राष्ट्रिय प्रसारण ग्रिड कम्पनी लिमिटेड

RASTRIYA PRASARAN GRID COMPANY LIMITED

(An Undertaking of Government of Nepal)



च.नं./ Ref.:

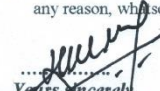
Section 1. Letter of Invitation

RFP No.: RPGCL/RFP/NCB/082-83/01

Amended Date: 9 October, 2026

Dear Mr. /Ms.:

1. **RPGCL** has allocated fund toward the cost of Humla - Phukot 400 kV Transmission Line Project and intends to apply a portion of this fund to eligible payments under this Contract for which this Request for Proposals is issued.
2. The Client now invites proposals to provide the following consulting services (hereinafter called "Services"): *Consulting Services for Walkover, Geological Study, Detail Survey, Tower Spotting/Tower Scheduling, BoQ Preparation and Cost Estimation of Humla - Phukot 400 kV Transmission Line Project*. More details on the Services are provided in the Terms of Reference (Section 7).
3. This Request for Proposals (RFP) has been addressed to the following shortlisted Consultants:
 - i. *M/s ADMC-ST-DEC JV.*
 - ii. *M/s AMIT-SILT-EKG JV.*
 - iii. *M/s GLEAM-GEOVATION-FIT JV.*
 - iv. *M/s HCE-TMS-EVERSAFE JV.*
 - v. *M/s ITECO-EMECH-GES JV.*
 - vi. *M/s JADE-E2SERVICES JV.*
4. It is not permissible to transfer this invitation to any other firm, such as Consultant's parent companies, subsidiaries and affiliates. The Client will reject a Proposal if the Consultant drops a JV partner without the Client's prior consent, which is given only in exceptional circumstances, such as blacklisting of the JV partner or occurrence of Force Majeure.
5. A firm will be selected under **Quality and Cost Based Selection (QCBS)** and procedures described in this RFP.
6. The RFP includes the following documents:
 - Section 1 - Letter of Invitation
 - Section 2 - Instructions to Consultants and Data Sheet
 - Section 3 - Technical Proposal - Standard Forms
 - Section 4 - Financial Proposal - Standard Forms
 - Section 5 - Eligible Countries
 - Section 6 - GoN/DP's Policy - Corrupt and Fraudulent Practices
 - Section 7 - Terms of Reference
 - Section 8 - Standard Forms of Contract
7. Please inform us by writing at RPGCL'S Office Buddhanagar Kathmandu by E-mail info@rpgcl.com.
 - (a) that you received the letter of invitation; and
 - (b) whether you will submit a proposal alone or in association with other firm(s) (if permissible under Section 2, Instructions to Consultants (ITC), Data Sheet 14.1.1).
8. Details on the proposal's submission date, time and address are provided in Clauses 17.8 of the ITC.
9. The Eligible Consultants may obtain further information from RPGCL office or can inspect and download the Request for Proposal from website: <https://www.rpgcl.com>.
10. RPGCL reserves the right to accept or reject, wholly or partly any or all the proposals without assigning any reason, whatsoever.


Yours sincerely,
Ex. Sagar Shrestha
Chief Executive Officer

📍 BPC Building (5th Floor), Rudramati Marga,
Buddhanagar, Kathmandu-10, Nepal

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Buddhanagar, Kathmandu,
Bagmati Province, Nepal
Tel: +977-01-4610103/5366693
Email: info@rpgcl.com Website: www.rpgcl.com

REQUEST FOR PROPOSALS (RFP)

1st Date of Notice Publication: 17 September, 2026

- Rastriya Prasaran Grid Company Limited (RPGCL):** Rastriya Prasaran Grid Company Limited (RPGCL), a Government of Nepal undertaking responsible for the development and operation of high-voltage transmission infrastructure, intends to implement the Humla–Phukot 400 kV Transmission Line Project in Karnali Province and Sudurpaschim Province.
- RPGCL** hereby invites Request for Proposals (RFP) from the shortlisted consulting firms for providing for National Consulting Services for the following task: **Consulting Services for Walkover Survey, Geological Study, Detailed Survey, Tower Spotting/Tower Scheduling, BoQ Preparation and Cost Estimation of Humla–Phukot 400 kV Transmission Line Project.**

Consulting Services	Contract ID	RFP Submission date and time	RFP Opening date and time
Walkover, Geological Study, Detail Survey, Tower Spotting/Tower Scheduling, BoQ Preparation and Cost Estimation of Humla - Phukot 400 kV Transmission Line Project.	RFP No.: RPGCL/RFP/NC B/082-83/01	16 October 2026 12:00 hrs	16 October 2026 14:00 hrs

- The shortlisted consulting firms are invited to submit their **Technical and Financial Proposals** in accordance with the requirements, terms and conditions specified in the RFP document.
 - M/s ADMC-ST-DEC JV.**
 - M/s AMIT-SILT-EKG JV.**
 - M/s GLEAM-GEOVATION-FIT JV.**
 - M/s HCE-TMS-EVERSAFE JV.**
 - M/s ITECO-EMECH-GES JV.**
 - M/s JADE-E2SERVICES JV**
- The Proposal must contain **Technical and Financial Proposals** sealed in **Separate Envelopes**. Both the sealed Proposals must be sealed in another single envelope mentioning the **Title** of the task and **RFP Number**.
- Details RFP (with TOR) for the above-mentioned tasks can be downloaded from RPGCL's website: www.rpgcl.com.
- The Proposal (in Hard Copy) must be delivered manually to the address above by **12:00 hrs local time** on or before **16 October 2026**.
- Received Proposal (**Technical**) shall be opened in the presence of Proponent's representatives who choose to attend at **14:00 hrs local time 16 October 2026**, at the office of RPGCL.
- The method of consultant selection based on Quality and Cost Based Selection (QCBS), **80:20** weightage for Technical and Financial Proposals respectively.
- In case the last date of obtaining and submission of the RFP documents happens to be a holiday, the next working day will be deemed as the due date but the time will be the same as stipulated.
- RPGCL reserves the right to accept or reject, wholly or partly any or all the Proposals without assigning any reason whatsoever.

Notice of Amendment Published in Gorkhapatra Dated on: 09 October, 2026

	Rastriya Prasaran Grid Company Limited (An Undertaking of Government of Nepal) Buddhanagar, Kathmandu, Bagmati Province, Nepal
Notice of Amendment	
Date of Notice Publication : 9 October 2026 (2083/06/23 BS)	
With reference to the invitation for Request for Proposal (RFP No. RPGCL/RFP/NCB/082-83/01) for Consulting Services for Walkover Survey, Geological Study, Detailed Survey, Tower Spotting/Tower Scheduling, BoQ Preparation and Cost Estimation of the Humla–Phukot 400 kV Transmission Line Project, published in the Gorkhapatra and on the Company’s website on 17 September 2026 (2083/06/01 BS), an amendment to the RFP has been issued and posted on the Company’s website.	
The RFP document has been updated in accordance with the latest Standard Request for Proposal (SRFP) – Lump Sum issued by the Public Procurement Monitoring Office (PPMO) on 18 September 2026.	
The amended RFP document can be obtained from the Company’s website www.rpgcl.com.	
Further information can be obtained from Rastriya Prasaran Grid Company Limited, Buddhanagar, Kathmandu.	

Section 2. Instructions to Consultants and Data Sheet

["Notes to the Client": this Section 2 - Instructions to Consultants shall not be modified. Any necessary changes to address specific country and project issues, to supplement, but not over-write, the provisions of the Instructions to Consultants (ITC), shall be introduced through the Data Sheet only. "Notes to the Client" should be deleted from the final RFP issued to the shortlisted Consultants].

A. General Provisions

1. Definitions	(a). "Affiliate(s)" means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant. (b). "Applicable Guidelines" means the policies of the Development Partner (DP) governing the selection and Contract award process, in case of DP funded project. "Applicable Law" means the laws and any other instruments having the force of law in Nepal as they may be issued and in force from time to time. (c). "Client" means the [procuring entity/implementing/ executing agency] that signs the Contract for the Services with the selected Consultant. (d). "Consultant" means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract. (e). "Contract" means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices). (f). "Data Sheet" means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific assignment conditions to supplement, but not to over-write, the provisions of the ITC. (g). "Day" means a calendar day. (h). "Development Partner (DP)" means the country/institution funding the project as specified in the Data Sheet. (i). "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s). (j). "Government" means the government of the Nepal. (k). "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract. (l). "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant's proposal. (m). "ITC" (this Section 2 of the RFP) means the Instructions to Consultants that provides the shortlisted Consultants with all information needed to prepare their Proposals. (n). "LOI" (Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants. (o). "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually. (p). "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant. (q). "RFP" means the Request for Proposals prepared by the Client for the selection of Consultants, based on the SRFP. (r). "SRFP" means the Standard Request for Proposals issued by PPMO, which must be used by the Public Entity as the basis for the preparation of the RFP.
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	(s). “Services” means the work to be performed by the Consultant pursuant to the Contract. (t). “Sub-consultant” means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract. (u). “TORs” (this Section 7 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.
2. Introduction	2.1 The Client named in the Data Sheet intends to select a Consultant from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet. 2.2 The shortlisted 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 negotiating and ultimately signing the Contract with the selected Consultant. 2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the Data Sheet. Attending any such pre-proposal conference is optional and is at the Consultants’ expense. 2.4 The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant’s Proposal as specified in the Data Sheet.
3. Conflict of Interest	3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client’s interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work. The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or blacklisting by the Public Procurement Monitoring Office/DP. Without limitation on the generality of the foregoing, and unless stated otherwise in the Data Sheet, the Consultant shall not be hired under the circumstances set forth below:
a. Conflicting activities	(i) <u>Conflict between consulting activities and procurement of goods, works or non-consulting services</u>: a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.
b. Conflicting assignments	(ii) <u>Conflict among consulting assignments</u>: a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.
c. Conflicting relationships	(iii) <u>Relationship with the Client’s staff</u>: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Client or are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii)

	the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract.
4. Unfair Competitive Advantage	4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the Data Sheet and make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.
5. Corrupt and Fraudulent Practices	5.1 The GoN/DP requires compliance with its policy in regard to corrupt and fraudulent/prohibited practices as set forth in Section 6. 5.2 In further pursuance of this policy, Consultant shall permit and shall cause its sub-consultants and sub-contractors to permit GoN/DP or its representatives to inspect the accounts, records and other documents relating to the submission of the Proposal and execution of the contract, in case of award, and to have the accounts and records audited by auditors appointed by the GoN/DP. 5.3 Consultants shall be aware of the provisions on fraud and corruption stated in Clause GCC 10.1.
6. Eligibility	6.1 The GoN/DP permits consultants (individuals and firms, including Joint Ventures and their individual members) from the eligible countries as stated in Section 5 to offer consulting services for GoN/DP-financed projects. 6.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the GoN/DP. Maximum number of partners in JV shall be Specified in Data sheet. 6.3 As an exception to the foregoing Clauses 6.1 and 6.2 above:
a. Sanctions	6.3.1 A firm or an individual sanctioned by the GoN/DP in accordance with the above Clause 5.1 shall be ineligible to be awarded a GoN/DP-financed contract, or to benefit from a GoN/DP-financed contract, financially or otherwise, during such period of time as the GoN/DP shall determine. The list of debarred firms and individuals is available at the electronic address specified in the Data Sheet. 6.3.2 In case of a natural person or firm/institution/company which is already declared blacklisted and ineligible by the GoN, any other new or existing firm/institution/company owned partially or fully by such Natural person or Owner or Board of director of blacklisted firm/institution/company; shall not be eligible consultant.
b. Prohibitions	6.3.3 Firms and individuals shall have the nationality of an eligible countries as indicated in Section 5 (Eligible Countries) and: (a) as a matter of law or official regulations, Nepal prohibits commercial relations with that country; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Nepal prohibits any import of goods from that country or any payments to any country, person, or entity in that country.
c. Restrictions for public employees	6.3.4 Government officials and civil servants may only be hired under consulting contracts, either as individuals or as members of a team of a consulting firm,

	if permitted under GoN/DP policy, and their employment would not create a conflict of interest).
B. Preparation of Proposals	
7. General Considerations	7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.
8. Cost of Preparation of Proposal	8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.
9. Language	9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in the language as stated in the Data Sheet
10. Documents Comprising the Proposal	10.1 The Proposal shall comprise the documents and forms listed in the Data Sheet. 10.2 The Consultant shall furnish information on commissions, gratuities and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4). 10.3 The consultant is solely responsible for the authenticity of the submitted documents.
11. Only One Proposal	11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the Data Sheet .
12. Proposal Validity	12.1 The Data Sheet indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline. 12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price. 12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to blacklisting in accordance with Clause 5 of this ITC.
a. Extension of Validity Period	12.4 The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity. 12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts. The Consultant shall not include any additional conditions against the provisions specified in RFP, while extending the validity of its Proposal. 12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

b. Substitution of Key Experts at Validity Extension	12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert. 12.8 If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected.
c. Sub-Contracting	12.9 The Consultant shall not subcontract the part of the Services unless otherwise indicated in the Data Sheet.
13. Clarification and Amendment of RFP	13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the Data Sheet before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below: 13.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them. The shortlisted Consultants shall acknowledge receipt of all amendments in writing. 13.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals. However, the time available to submit Proposals shall not be less than five (5) days since amendment in the RFP. 13.1.3 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.
14. Preparation of Proposals – Specific Considerations	14.1 While preparing the Proposal, the Consultant must give particular attention to the following: 14.1.1 If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if permitted in the Data Sheet. In all such cases a shortlisted Consultant must obtain the written approval of the Client prior to the submission of the Proposal. When associating with non-shortlisted firms in the form of a joint venture or a sub-consultancy, the shortlisted Consultant shall be a lead member. 14.1.2 The Client may indicate in the Data Sheet the estimated Key Experts' time input (expressed in person-month) or the Client's estimated total cost of the assignment. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same.

	14.1.4 For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the Data Sheet , and the Financial Proposal shall not exceed this budget.
15. Technical Proposal Format and Content	15.1 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive. 15.2 Only one curriculum vitae (CV) may be submitted for each key expert. If a technical proposal nominates more than one expert for a position, the Client will evaluate all CVs and apply the lowest score for the position.
16. Financial Proposal	16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) other expenses, (c) provisional sums when applicable indicated in the Data Sheet .
a. Price Adjustment	16.2 For assignments with a duration exceeding 12 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the Data Sheet .
b. Taxes	16.3 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract. Information on taxes in the Client's country is provided in the Data Sheet .
c. Currency of Proposal	16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the Data Sheet . If indicated in the Data Sheet , the portion of the price representing local cost shall be stated in the Nepalese Rupees.
d. Currency of Payment	16.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.
C. Submission, Opening and Evaluation	
17. Submission, Sealing, and Marking of Proposals	17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission can be done by mail or by hand. If specified in the Data Sheet, the Consultant has the option of submitting its Proposals electronically. 17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposals and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal. 17.3 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative. 17.4 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal. 17.5 The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the Data Sheet. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail. 17.6 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked "TECHNICAL PROPOSAL", "[Name of the Assignment]", reference number, name and address of the Consultant, and with a warning "DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE]."

	17.7 Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked “FINANCIAL PROPOSAL” followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning “DO NOT OPEN WITH THE TECHNICAL PROPOSAL.” 17.8 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant’s name and the address, and shall be clearly marked “DO NOT OPEN BEFORE [insert the time and date of the submission deadline indicated in the Data Sheet]”. 17.9 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal. For QCBS, FBS and LCS, if the Technical and Financial Proposals are not submitted in separate sealed envelopes as required, the Client shall reject the Proposal. 17.10 The Proposal or its modifications must be sent to the address indicated in the Data Sheet and received by the Client no later than the deadline indicated in the Data Sheet, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.
18. Confidentiality	18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the letter of intent to accept the proposal has been issued to the selected Consultant. 18.2 Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to the application of prevailing PPMO’s blacklisting procedures. 18.3 Notwithstanding the above provisions, from the time of the Proposals’ opening to the time of issuance of notification for opening of financial proposal or the Letter of Intent, if a Consultant wishes to contact the Client on any matter related to the selection process, it should do so only in writing.
19. Opening of Technical Proposals	19.1 The Client’s evaluation committee shall conduct the opening of the Technical Proposals in the presence of the shortlisted Consultants’ authorized representatives who choose to attend. The opening date, time and the address are stated in the Data Sheet. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored until they are opened in accordance with Clause 23 of the ITC. 19.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the Data Sheet.
20. Proposals Evaluation	20.1 Subject to provision of Clause 15.1 of the ITC, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the DP issues its “no objection”, if applicable. 20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 12.7 of this

	ITC. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.
21. Evaluation of Technical Proposals	21.1 The Client's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score. The evaluation committee shall compute the score obtained by each proposal by taking the average of the scores given by each member of the evaluation committee to the proposal. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the Data Sheet. 21.2 Proposed experts, involved in the firms' work in hand will not be considered for evaluation to the extent of this involvement in the ongoing assignment.
22. Financial Proposals for QBS	22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract. 22.2 If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the technically top-ranked Consultant is opened by the Client's evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.
23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)	23.1 After the technical evaluation is completed <i>and the DP has issued its no objection (if applicable)</i>, the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the Consultant's overall technical score) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing. The Client shall simultaneously notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should be at least 7 days for national shortlisting and 15 days for international shortlisting for attending the opening. The Consultant's attendance at the opening of the Financial Proposals is optional and is at the Consultant's choice. 23.2 The Financial Proposals shall be opened by the Client's evaluation committee in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the following information will be recorded: (a) Name and address , (b) Proposed service charge, (c) Discount offered, if any; (d) Description of the discrepancies, if any, between figure and words, (e) Whether the financial proposal is signed or not by authorized representative of consultant, (f) If any matter or content of the financial proposal is effaced whether such efface is signed by the consultant or his/her representative or not and the details of the amount and the content effaced, (g) Other necessary matters considered appropriate by the Public Entity

24. Correction of Errors	24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.
a. Lump-Sum Contracts	24.2 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per Clause ITC 25 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.
25. Taxes	25.1 Except as set out in Sub-clause 25.2, all taxes are deemed included in the Consultant's Financial proposal, and, therefore, included in the evaluation. 25.2 Except for VAT, all taxes levied and imposed on the contract invoices and any tax liabilities arising from the Contract under the laws of Nepal are deemed included in the Consultant's Financial Proposal and, hence, included in the evaluation. Information on the Consultant's tax obligations in Nepal can be found as indicated in Clause 16.3 of the Data Sheet.
26. Conversion to Single Currency	26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet .
27. Combined Quality and Cost Evaluation	
a. Quality- and Cost-Based Selection (QCBS)	27.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Data Sheet . The Consultant achieving the highest combined technical and financial score will be invited for negotiations.
b. Fixed-Budget Selection (FBS)	27.2 In the case of FBS, those Proposals that exceed the budget indicated in Clause 14.1.4 of the Data Sheet shall be rejected. 27.3 The Client will select the Consultant that submitted the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract.
c. Least-Cost Selection (LCS)	27.4 In the case of Least-Cost Selection (LCS), the Client will select the Consultant with the lowest evaluated total price among those consultants that achieved the minimum technical score, and invite such Consultant to negotiate the Contract.
D. Negotiations and Award	
28. Negotiations	28.1 The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant. 28.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative. 28.3 The date, time and address for the negotiations will be advised in writing by the client. The notification period shall be at least 15 days for international selection and 7 days for national selection.
a. Availability of Key Experts	28.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12 of the ITC. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant. 28.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key

	Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.
b. Technical negotiations	28.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.
c. Financial negotiations	28.6 In the case of a Time-Based contract, where cost is a factor in the evaluation, unit rates negotiations for remuneration shall not take place. However, there may be negotiation on reimbursable expenses. 28.7 If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated. 28.8 The format for (i) providing information on remuneration rates in the case of Quality Based Selection is provided in Appendix A to the Financial Form FIN-3:Financial Negotiations – Breakdown of Remuneration Rates.
29. Conclusion of Negotiations	29.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Consultant's authorized representative. 29.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. The Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.
30. Award of Contract	30.1 Pursuant to Clause 29.1 of this ITC, 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. 30.2 If the review application is not received by the Client pursuant to Clause 31.2 of this ITC then the proposal of the Consultant, selected as per Clause 30.1 of this ITC shall be accepted and the successful consultant shall be notified to come for signing the Agreement within 15 days. The successful Consultant shall furnish a Performance Security in an amount equal to five percent (5%) of the Quoted Amount (without VAT but including PS). 30.3 If the Consultant fails to sign an agreement pursuant to Clause 30.2 of this ITC then the Client will invite the consultant whose proposal received the next highest score to negotiate a contract. 30.4 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.
31. Request for Information/ Complaints	31.1 A consultant, who has been informed that its technical proposal has been considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score, may request the Client to provide the technical score obtained by him and the reason for not being able to qualify. The Client shall provide the information within 5 days of receiving such request. 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 within 5 days, then the applicant can file a complaint to the Public Procurement Review Committee within 7 days. The Applicant filing application for review shall

	have to furnish a cash amount or bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law equivalent to the amount specified in the Data Sheet with the validity period of at least ninety days from the date of filing of application. In case of letter of intent after evaluation of financial proposal 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 within 5 days, then the applicant can file a complaint to the Public Procurement Review Committee within 7 days. The Applicant filing application for review shall have to furnish a cash amount or bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law equivalent to the 1% of Financial Proposal with the validity period of at least ninety days from the date of filing of application. 31.2 Any consultant, who has submitted a proposal and is not satisfied with the procurement process or Client's decision provided as per Clause 30.1 of this ITC 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 Clause 30.1 of this ITC. 31.3 If a review application is received by the Client pursuant to Clause 31.2 of this ITC then the Client will clarify and respond within 5 days of receiving such application. 31.4 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 within 5 days, then the applicant can file a complaint to the Public Procurement Review Committee within 7 days. 31.5 If a complaint has been lodged to the client, the client shall put on hold the awarding process for 7 days period provided to lodge a complaint to the Public Procurement review committee. 31.6 If the Employer does not execute the decision of Public Procurement Review Committee the bidder shall file an application to the Public Procurement Review Committee of the GoN.
32. Conduct of Consultants	32.1 The Consultant shall be responsible to fulfil his obligations as per the requirement of the Contract Agreement, RFP documents and Public Procurement Act and Regulations. 32.2 The consultant shall not carry out or cause to carry out the following acts with an intention to influence the implementation of the procurement process or the Contract Agreement: a. give or propose improper inducement directly or indirectly, b. distortion or misrepresentation of facts c. engaging or being involved in corrupt or fraudulent practice d. interference in e. participation of other prospective bidders. f. coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceedings, g. 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. h. 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

33. Blacklisting	33.1 Without prejudice to any other rights of the client 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 Clause 32.2 of the ITC, b) if the consultant fails to sign an agreement pursuant to Clause 30.2 of the ITC, 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 assignment 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 firm 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) if the consultant fails to submit the professional liability insurance within the period stipulated in the contract. 33.2 A Consultant declared blacklisted and ineligible by the GoN, Public Procurement Monitoring Office (PPMO) and/or DP Development Partner in case of DP funded project, shall be ineligible to participate or to be awarded a contract during the period of time determined by the GoN, PPMO and/or the DP Development Partner. The list of debarred firms is available at the electronic address specified in the Data Sheet.
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E. Data Sheet

["Notes to Client" shown in brackets throughout the text are provided for guidance to prepare the Data Sheet; they should be deleted from the final RFP to be sent to the shortlisted Consultants]

A. General	
ITC Clause Reference	
1(i)	Development Partner (DP) is: Not Applicable
1(k) (definitions)	International experts mean experts who are citizens of an eligible country. National experts mean experts who are citizens of Nepal. Nationals who possess the appropriate international experience may be considered for assignments that require international expertise. The international experience that is required for a particular assignment will be defined and described in the pertinent TOR.
2.1	Name of the Client: Rastriya Prasaran Grid Company Limited. Method of selection: Quality and Cost Based Selection (QCBS) (Technical 80 : Financial 20)
2.2	Financial Proposal to be submitted together with Technical Proposal: Yes The name of the assignment is: Walkover, Geological Study, Detail Survey, Tower Spotting/Tower Scheduling, BoQ Preparation and Cost Estimation of Humla - Phukot 400 kV Transmission Line Project. (RFP No.: RPGCL/RFP/NCB/082-83/01)
2.3	A pre-proposal conference will be held: Not Applicable
2.4	The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: Please refer to Section 7, TOR
4.1	[If "Unfair Competitive Advantage" applies to the selection, explain how it is mitigated, including listing the reports, information, documents, etc. and indicating the sources where these can be downloaded or obtained by the shortlisted Consultants] : Not Applicable
6.2	Maximum number of partners in JV shall be: 3 (three).
6.3.1	A list of debarred firms and individuals is available at the following website https://blacklist.ppmo.gov.np/blacklisted
B. Preparation of Proposals	
9.1	For National level proposals: English.

10.1	The Proposal shall comprise the following: 1st Inner Envelope with the Technical Proposal: (1) Power of Attorney to sign the Proposal (2) Proof of Legal Status and Eligibility (3) TECH-1 (4) TECH-2 (5) TECH-3 (6) TECH-4 (7) TECH-5 (8) TECH-6 (9) TECH-7 AND 2nd Inner Envelope with the Financial Proposal (if applicable): (1) FIN-1 (2) FIN-2 (3) FIN-3 (4) FIN-4 Proof of legal status establish Consultant's legal capacity to enter into binding and enforceable contracts and may be supported by: ● Certificate of incorporation. <table border="1" data-bbox="331 958 1469 1397"> <thead> <tr> <th>S.N.</th><th>Documents</th></tr> </thead> <tbody> <tr> <td>A</td><td>A Copy of Company/Consultancy Firm Registration Certificate with updated renewed from concerned authority.</td></tr> <tr> <td>B</td><td>A copy of VAT Registration Certificate</td></tr> <tr> <td>C</td><td>A copy of Tax Clearance Certificate for F.Y. 2081/82</td></tr> <tr> <td>D</td><td>JV Agreement (in case of JV Submission)</td></tr> <tr> <td>E</td><td>Power of Attorney (Authority to prepare and Signature on the proposal)</td></tr> <tr> <td>F</td><td>Separate Sealed Technical Proposal as per given format</td></tr> <tr> <td>G</td><td>Separate Sealed Financial proposal including VAT (As per given format)</td></tr> <tr> <td>H</td><td>Signed CV of the proposed Human Resources for the task (If human resources proposed for this task are engaged in other tasks in the same implementing duration, such human resources will be excluded in the evaluation)</td></tr> </tbody> </table>	S.N.	Documents	A	A Copy of Company/Consultancy Firm Registration Certificate with updated renewed from concerned authority.	B	A copy of VAT Registration Certificate	C	A copy of Tax Clearance Certificate for F.Y. 2081/82	D	JV Agreement (in case of JV Submission)	E	Power of Attorney (Authority to prepare and Signature on the proposal)	F	Separate Sealed Technical Proposal as per given format	G	Separate Sealed Financial proposal including VAT (As per given format)	H	Signed CV of the proposed Human Resources for the task (If human resources proposed for this task are engaged in other tasks in the same implementing duration, such human resources will be excluded in the evaluation)
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11.1	Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible: No																		
12.1	Proposals must remain valid for 90 days calendar days after the proposal submission deadline.																		
12.9	Sub-contracting is allowed for the proposed assignment: No																		
13.1	Clarifications may be requested no later than 10 days prior to the submission deadline. Not Applicable																		
14.1.1	For GoN funded projects: Shortlisted Consultants may associate with																		

	(a) non-shortlisted consultant(s): No				
14.1.2	Estimated input of national Key Experts' time-input: 47 person-months				
	S.N.	Position/Key Expert's	Person-Month		
			Office	Field	Total
	1	Civil/Electrical/Geomatics Engineer (CumTeam Leader)	9	3	12
	2	Electrical Engineer (Transmission)	4	2	6
	3	Transmission Line Engineer	5	4	9
	4	Survey Engineer /Geomatics engineer	4	5	9
	5	Geotechnical Engineer /Geologist	1	2	3
	6	Engineer	4	4	8
	Total Person-Month		27	20	47
	S.N.	Position/Non-Key Expert's	Person-Month		
			Office	Field	Total
	1	Diploma in Geomatics Engineering	4	4	
	2	Diploma in Civil Engineering	4	4	
	3	Support Staff (4 Person)		8	
	Total Person-Month				
14.1.4 and 27.2 use for Fixed Budget method	The total available budget for this Fixed-Budget assignment is: Not Applicable				
16.1	Not Applicable				
16.2	A price adjustment provision applies to remuneration rates: NO				
16.3	“Information on the Consultant’s tax obligations in Nepal can be found at the Inland Revenue Department website: www.ird.gov.np.”				
16.4	The Financial Proposal shall be stated in the following currencies: Nepalese Rupees				
C. Submission, Opening and Evaluation					
17.1	The Consultants shall not have the option of submitting their Proposals electronically.				

17.5	The Consultant must submit: (a) Technical Proposal: one (1) original; (b) Financial Proposal: one (1) original.																														
17.8	The Proposals must be received at the address below no later than: Date: 16 October, 2026 Time: 12:00 hrs Noon. The Proposal submission address is: BPC Building, 5th Floor, Rudramati Marg, Buddhanagar, Kathmandu-10, Nepal																														
19.1	An online option of the opening of the Technical Proposals is offered: No The opening procedure shall be: Hard Copy The Technical Proposal opening shall take place at: Rastriya Prasaran Grid Company Limited, 5th Floor Butwal Power Company Limited, Buddhanagar, Kathmandu. Date: 16 October, 2026 Time: 14:00 hrs																														
19.2	In addition, the following information will be read aloud at the opening of the Technical Proposals : a. Name of address of participating proponents b. Technical Proposal is sealed or not c. Separate sealed financial proposal is submitted or not Confirmation that invitation to submit proposal was not transferred to another party.																														
21.1	The evaluation criteria, sub-criteria, and point system for the evaluation are: Consultancy Services for Walkover, Geological Study, Detail Survey, Tower Spotting/Tower Scheduling, BoQ Preparation and Cost Estimation of Humla - Phukot 400 kV Transmission Line Project. <table><tr><td colspan="3">The Evaluation methodology for the task will be Quality Cost Based Selection (QCBS).</td></tr><tr><td>S.N.</td><td>Evaluation Criteria</td><td>Marks</td></tr><tr><td>1.</td><td>General experience and specific experience of the consultants (Firms) related to the assignment:</td><td>25</td></tr><tr><td>A.</td><td>General Experience of the consulting Firm: (In Years)</td><td>3</td></tr><tr><td>A1.</td><td>Experience of Firm in survey and detail design of infrastructure projects (in years): Firm’s having 7 Years’ Experience.</td><td>1.95</td></tr><tr><td>A2.</td><td>Experience of Firm in survey and detail design of infrastructure projects (in years): Firm’s above 7 and upto 9 Years’ Experience.</td><td>2.55</td></tr><tr><td>A3.</td><td>Experience of Firm in survey and detail design of infrastructure projects (in years): Firm’s above 9 Years’ Experience.</td><td>3</td></tr><tr><td>B.</td><td>specific experience of the consulting Firm: (In Years)</td><td>7</td></tr><tr><td>B1.</td><td>Experience of Firm in survey and detail design of 132 kV (or above) in Transmission Line projects. Firm’s having 5 Years’ Experience.</td><td>4.55</td></tr><tr><td>B2.</td><td>Experience of Firm in survey and detail design of 132 kV (or above) in Transmission Line projects. Firm’s above 5 and upto 7 Years’ Experience.</td><td>5.95</td></tr></table>	The Evaluation methodology for the task will be Quality Cost Based Selection (QCBS).			S.N.	Evaluation Criteria	Marks	1.	General experience and specific experience of the consultants (Firms) related to the assignment:	25	A.	General Experience of the consulting Firm: (In Years)	3	A1.	Experience of Firm in survey and detail design of infrastructure projects (in years): Firm’s having 7 Years’ Experience.	1.95	A2.	Experience of Firm in survey and detail design of infrastructure projects (in years): Firm’s above 7 and upto 9 Years’ Experience.	2.55	A3.	Experience of Firm in survey and detail design of infrastructure projects (in years): Firm’s above 9 Years’ Experience.	3	B.	specific experience of the consulting Firm: (In Years)	7	B1.	Experience of Firm in survey and detail design of 132 kV (or above) in Transmission Line projects. Firm’s having 5 Years’ Experience.	4.55	B2.	Experience of Firm in survey and detail design of 132 kV (or above) in Transmission Line projects. Firm’s above 5 and upto 7 Years’ Experience.	5.95
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C.	specific experience of the consulting Firm: (In Number)	15		
C1.	Experience of Firm in survey and detail design of 132 kV (or above) in Transmission Line projects. Firm's Experience at least one no of project.	9.75		
C2.	Experience of Firm in survey and detail design of 132 kV (or above) in Transmission Line projects. Firm's Experience 2 to 4 no of project.	12.75		
C3.	Experience of Firm in survey and detail design of 132 kV (or above) in Transmission Line projects. Firm's Experience more than 4 no of project.	15		
2.	Adequacy of the proposed work plan and methodology in responding to the Terms of Reference	35		
A.	Realistic methodology to carry out the task	10		
B.	Practical Manning and Work schedule	15		
C.	Overall structural quality of the proposal	10		
3.	Qualifications and Experience of the Key Expert for the Assignment	40		
A.	HR General Qualification as per TOR	12		
B.	HR General Experience Requirement	24		
C.	HR Specific Experience Requirement	4		
	Minimum Qualifying Criteria	Minimum Requirement	Minimum Marks (26)	Full Marks (40)
3.1	A. Civil/Electrical/Geomatics Engineer (Cum Team Leader):	Qualification	2.535	3.9
		General Experience	5.07	7.8
		Specific Experience	0.845	1.3
3.2	B. Electrical Engineer (Transmission):	Qualification	0.975	1.5
		General Experience	1.95	3
		Specific Experience	0.325	0.5
3.3	C. Transmission Line engineer (Civil/Electrical):	Qualification	1.17	1.8
		General Experience	2.34	3.6
		Specific Experience	0.39	0.6
3.4	D. Survey Engineer /Geomatics engineer:	Qualification	1.17	1.8
		General Experience	2.34	3.6
		Specific Experience	0.39	0.6

	3.5	E. Geotechnical Engineer/Geologist:	Qualification	1.17	1.8
			General Experience	2.34	3.6
			Specific Experience	0.39	0.6
	3.6	F. Engineer:	Qualification	0.78	1.2
			General Experience	1.56	2.4
			Specific Experience	0.26	0.4
	Total Weight				100
The minimum technical score (St) required to pass is 65 Marks Score.					
23.1	An online option of the opening of the Financial Proposals is offered: No. The opening procedure shall be: Hard Copy				
23.1 and 23.2	The Client will read aloud only overall technical scores.				
26.1	The single currency for the conversion of all prices expressed in various currencies into a single one is: Nepalese Rupees				
27.1 [a. QCBS only]	The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100. The formula for determining the financial scores (Sf) of all other Proposals is calculated as following: Sf = 100 x Fm/ F, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” is the price of the proposal under consideration. The weights given to the Technical (T) and Financial (P) Proposals are: T = 80%, and P = 20% Proposals are 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) as following: S = St x T% + Sf x P%.				
	D. Negotiations and Award				
28.1	Expected date and address for contract negotiations: Date: Date: 15 December, 2026 Address: Rastriya Prasaran Grid Company Limited, (RPGCL) Office.				
30.4	Expected date for the commencement of the Services: Date: 30 December, 2026 at: RPGCL’’s Office.				

31.1	The Applicant shall furnish a cash amount or a bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law with an amount of <i>0.50% of the estimate.</i>
33.2	A list of blacklisted firms is available at the PPMO's website http://www.blacklist.ppmo.gov.np

Section 3. Technical Proposal – Standard Forms

{Notes to Consultant shown in brackets { } throughout Section 3 provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

FORM TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposals dated [Insert Date] and our Proposal. [Select appropriate wording depending on the selection method stated in the RFP: “We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope” or, if only a Technical Proposal is invited “We hereby are submitting our Proposal, which includes this Technical Proposal only in a sealed envelope.”].

{If the Consultant is a joint venture, insert the following: We are submitting our Proposal in a joint venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}. We have attached a copy {insert: “of our letter of intent to form a joint venture” or, if a JV is already formed, “of the JV agreement”} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

OR

If the Consultant’s Proposal includes Sub-consultants, insert the following: We are submitting our Proposal with the following firms as Sub-consultants: {Insert a list with full name and country of each Sub-consultant.}

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be blacklisted by the PPMO.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.1.
- (c) We have no conflict of interest in accordance with ITC 3 and we have not been punished for an offense relating to the concerned profession or business.
- (d) We meet the eligibility requirements as stated in ITC 6.
- (e) Neither we, nor our JV/associate partners/ sub-consultants or any of the proposed experts prepared the TOR for this consulting assignment.
- (f) Except as stated in the Data Sheet, Clause 12.1, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause 12 and ITC Clause 28.4 may lead to the termination of Contract negotiations.
- (g) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.
- (h) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 30.4 of the Data Sheet.

We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

Name of Consultant (company's name or JV's name): _____

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}

FORM TECH-2

CONSULTANT'S ORGANIZATION AND EXPERIENCE

Form TECH-2: a brief description of the Consultant's organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant's Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant's role/involvement.

A - Consultant's Organization

1. Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment.

B - Consultant's Experience

1. List only previous similar assignments successfully completed in the last 7 (Seven) years.
2. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture partners. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.

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

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

Consultant's Name: _____

FORM TECH-3

COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART STAFF, AND FACILITIES TO BE PROVIDED BY THE CLIENT

Form TECH-3: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Client, including: administrative support, office space, local transportation, equipment, data, etc.

A - On the Terms of Reference

{improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

{Include comments on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any}

FORM TECH-4

DESCRIPTION OF THE METHODOLOGY AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE

Form TECH-4: a description of the methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal:

- a) Technical Approach and Methodology
- b) Work Plan
- c) Organization and Staffing}

- a) **Technical Approach and Methodology.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.}
- b) **Work Plan.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents(including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}
- c) **Organization and Staffing.** {Please describe the structure and composition of your team, including the list of the Key Experts and relevant technical and administrative support staff.}

FORM TECH-5

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

N°	Deliverables ¹ (D-..)	Months											
		1	2	3	4	5	6	7	8	9		n	TOTAL
D-1	Desk study Report												
	1) data collection												
	2) drafting												
	3) inception report												
	4) incorporating comments												
	5).....												
	6) delivery of final report to Client}												
D-2	Final Consolidate report on Walk Over, Surface Geological, Monumentation, DGPS and Detail Survey of Transmission Line.												
D-3	Final Consolidate Design Report of Transmission line.												
D-4	Final Consolidate BoQ Report of Transmission Line.												
D-5	Final Consolidate report of Cost Estimates of Transmission Line.												
n													

- 1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in a form of a bar chart.
- 3 Include a legend, if necessary, to help read the chart.

FORM TECH-6
TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

N°	Name, Nationality and DOB	Expert's input (in person/month) per each Deliverable (listed in TECH-5)										Total time-input (in Months)			
		Position		D-1		D-2		D-3			D-...		Home	Field	Total
KEY EXPERTS															
International															
K-1	{e.g., Mr. Abbbb, PAK, 15.06.1954}	[Team Leader]	[Home]	[2 month]		[1.0]		[1.0]							
			[Field]	[0.5 m]		[2.5]		[0]							
K-2	e.g., Mr. Xxyyyy, USA, 20.04.1969}														
K-3															
National															
n															
										Subtotal					
NON-KEY EXPERTS															
N-1			[Home]												
			[Field]												
N-2															
n															
										Subtotal					
										Total					

1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.

2 Months are counted from the start of the assignment/mobilization. 3
work means work carried out in the site.

 Full time input
 Part time input

“Home” means work in the office in the expert’s place of residence. “Field”

FORM TECH-7

CURRICULUM VITAE (CV)

Position Title and No.	{e.g., K-1, TEAM LEADER}
Name of Firm	<i>Insert name of firm proposing the expert</i>
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Citizenship	

Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, *type of employment (full time, part time, contractual)*, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2005-present]	[e.g., Ministry of, advisor/consultant to... For references: Tel...../e-mail.....; Mr. Bbbbbb, deputy minister]		

Membership in Professional Associations and Publications:

Language Skills (indicate only languages in which you can work): _____

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved}	

Expert's contact information: (e-mail....., phone.....)

Certification:

I, the undersigned, certify to the best of my knowledge and belief that

(i) This CV correctly describes my qualifications and experience

(ii) I am not a current employee of the GoN

(iii) In the absence of medical incapacity, I will undertake this assignment for the duration and in terms of the inputs specified for me in Form TECH 6 provided team mobilization takes place within the validity of this proposal.

(iv) I was not part of the team who wrote the terms of reference for this consulting services assignment

(v) I am not currently debarred by a multilateral development bank (In case of DP funded project]

(vi) I certify that I have been informed by the firm that it is including my CV in the Proposal for the {name of project and contract}. I confirm that I will be available to carry out the assignment for which my CV has been submitted in accordance with the implementation arrangements and schedule set out in the Proposal.

(vii) I declare that Corruption Case is not filed against me.

I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

[Signature of expert] Date: _____
Day/Month/Year

[Signature of authorized representative of the firm] Date: _____
Day/Month/Year

Full name of authorized representative: _____

Section 4. Financial Proposal - Standard Forms

{*Notes to Consultant* shown in brackets { } provide guidance to the Consultant to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.}

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Remuneration

FIN-4 Other Expenses, Provisional Sums

FORM FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency(ies)} {Insert amount(s) in words and figures}, excluding Value Added Tax (VAT) *Clause 25.2 in the Data Sheet*. {Please note that all amounts shall be the same as in Form FIN-2}.

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. before the date indicated in Clause 12.1 of the Data Sheet.

Commissions, gratuities or fees paid or to be paid by us to an agent or any other party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

Name and Address of Agent(s)/Other party	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____

{If no payments are made or promised, add the following statement: "No commissions, gratuities or fees have been or are to be paid by us to agents or any other party relating to this Proposal and, in the case of award, Contract execution."}

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

We remain,

Yours sincerely,

Authorized Signature {In full}: _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____

{For a joint venture, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached.}

FORM FIN-2 SUMMARY OF COSTS

Item	Cost			
	{Consultant must state the proposed Costs in accordance with Clause 16.4 of the Data Sheet . Payments will be made in the currency(ies) expressed. Delete columns which are not used.}			
	{Insert Foreign Currency # 1}	{Insert Foreign Currency # 2, if used}	{Insert Foreign Currency # 3, if used}	{Insert Local Currency, if used and/or required (16.4 Data Sheet)}
Competitive Components				
Remuneration, Key Experts				
Remuneration, Non-Key Experts				
Reimbursable Expenses				
Sub-Total				
Non-Competitive Components				
Provisional Sums				
Sub-Total				
Total Cost of the Financial Proposal¹				
Value Added Tax (VAT)				

¹ Should match the amount in Form FIN-1.

FORM FIN-3 BREAKDOWN OF REMUNERATION²

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract's ceiling amount; to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This Form shall not be used as a basis for payments under Lump-Sum contracts

No.	Name	Nationality	Currency	Person-month Remuneration Rate (Home)	Time Input in Person/Month (from TECH-6) (Home)	{Currency 1- as in FIN-2}	{Currency 2- as in FIN-2}	{Currency 3- as in FIN-2}	{Local Currency- as in FIN-2}
	Position (as in TECH-6)	Firm		Person-month Remuneration Rate (Field)	Time Input in Person/Month (from TECH-6) (Field)				
KEY EXPERTS (International)³									
1.									
2.									
Sub-Total Costs									
KEY EXPERTS (National)									
1.									
2.									
Sub-Total Costs									
Total Costs: Key Experts (International and National)									
NON-KEY EXPERTS/SUPPORT STAFF									
1.									
2.									
Total Costs: Non-Key Experts/Support Staff									
TOTAL COSTS: KEY AND NON-KEY EXPERTS/SUPPORT STAFF									

² In the case of selections that do not include cost as an evaluation factor (i.e., QBS, CQS, and SSS), the Client may use an expanded version of this Form to add columns to request social charges, overhead, other charges (such as premium for field assignments in difficult locations) and the multiplier.

³ As identified in the Summary and Personnel Evaluation Sheet.

**CONSULTANT'S REPRESENTATIONS REGARDING COSTS AND CHARGES
(EXPANDED FORM TO FIN-3 – QBS)**

(EXPRESSED IN [INSERT NAME OF CURRENCY*])

<i>Personnel</i>		<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	<i>6</i>	<i>7</i>	<i>8</i>
<i>Name</i>	<i>Position</i>	<i>Basic Remuneration Rate per Working Month/Day/Year</i>	<i>Social Charges¹</i>	<i>Overhead₁</i>	<i>Subtotal</i>	<i>Profit²</i>	<i>Away from Home Office Allowance</i>	<i>Proposed Fixed Rate per Working Month/Day/Hour</i>	<i>Proposed Fixed Rate per Working Month/Day/Hour¹</i>
<i>Home Office</i>									
<i>Client's Country</i>									

* If more than one currency is used, use additional table(s), one for each currency

1. Expressed as percentage of 1

2. Expressed as percentage of 4

Sample Form

Consultant:
Assignment:

Country:
Date:

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

- (a) the basic fees indicated in the attached table are taken from the firm's payroll records and reflect the current rates of the Experts listed which have not been raised other than within the normal annual pay increase policy as applied to all the Consultant's Experts;
- (b) attached are true copies of the latest pay slips of the Experts listed;
- (c) the away- from- home office allowances indicated below are those that the Consultant has agreed to pay for this assignment to the Experts listed;
- (d) the factors listed in the attached table 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.

[Name of Consultant]

Signature of Authorized Representative

Date

Name: _____

Title: _____

FORM FIN-4 BREAKDOWN OF OTHER EXPENSES, PROVISIONAL SUMS AND CONTINGENCY

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for calculation of the Contract ceiling amount, to calculate applicable taxes at contract negotiations and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This form shall not be used as a basis for payments under Lump-Sum contracts

Type of Expenses, Provisional Sums	Quantity	Unit	Currency	Unit Price	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency- as in FIN-2}
Reimbursable Expenses								
{e.g., Per diem allowances}	{Day}							
{e.g., International flights}	{RT}							
{e.g., In/out airport transportation}	{Trip}							
{e.g., Communication costs}								
{ e.g., reproduction of reports}								
{e.g., Office rent}								
Sub-Total: Reimbursable Expenses								
Provisional Sums								
Item 1								
Item 2								
Sub-Total: Provisional Sums								
Total: Reimbursable Expenses + Provisional Sums								

* Provisional Sums must be expressed in the currency indicated in the data sheet.

Section 5. Eligible Countries

Funded: *Government of Nepal (GoN)*

Eligible countries: Nepal

Section 6. Corrupt and Fraudulent Practices

[“Notes to the Client”: The following text is for GoN funded assignment and shall not be modified. In case DP funded project use DP’s policy on corrupt and fraudulent practices]

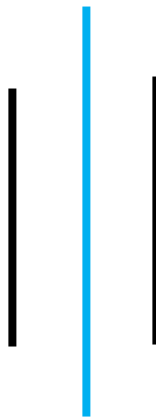
It is the GoN’s policy to require its implementing agencies, as well as consultants under GoN (or DP) financed contracts, to observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the GoN:

- 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, directly or indirectly, anything of value to influence improperly the actions of another party;
 - (ii) “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - (iv) “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.
 - (iv) “obstructive practice” means:
 - (aa)deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a GoN/DP investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (bb) acts intended to materially impede the exercise of the GoN’s/DP’s inspection and audit rights provided for under Clause GCC 27.2.
- 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 blacklist 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 to inspect their accounts and records relating to the performance of the contract and to have them audited by auditors appointed by the Client.

Section 7. Terms of Reference

**Client Rastriya Prasaran Grid Company Limited,
Buddhanagar, Kathmandu-10, Nepal**

Project Humla - Phukot 400 kV Transmission Line Project



Terms of Reference (ToR)

For

**Consulting Services for Walkover, Geological Study, Detail Survey, Tower Spotting/Tower Scheduling,
BoQ Preparation and Cost Estimation of Humla - Phukot 400 kV Transmission Line Project.**

1. Background

Nepal possesses an incredible amount of hydropower potential that must be harnessed to drive the country's economic growth. Developing an efficient power evacuation scheme and network is essential to boost investment in the generation sector. Rastriya Prasaran Grid Company Limited (RPGCL) is the company committed to exclusively construct and operate transmission line and substations. RPGCL shall conduct several evacuation studies considering the candidate hydroelectric projects in the country.

The lack of adequate transmission facilities has been one of the bottlenecks in power sector development in Nepal. Considering potential of hydroelectric power in Nepal development of transmission line linking Nepal to neighboring country is very essential. Among the strategic projects in this regard, the Humla - Phukot 400 kV transmission line is a crucial project in Karnali (Humla & Kalikot) and Sudurpaschim Province (Bajura).

The list of the hydropower projects to be connected to Humla substation in various stage of development are listed in Table 1.

Table 1 List of Proposed Hydropower Projects

S.N.	Name of Hydro Power Projects	Capacity (MW)
1	Humla Karnali- 2 Hydropower Project	335
2	Upper Mugu Karnali Hydroelectric Project	306
3	Humla Karnali- 1 Hydropower Project	235
4	Loti Karnali hydropower project	47.7
5	Chuwa Khola Peaking Run of River Hydroelectric Project	98.17
6	Namlan Khola Hydroelectric Project	135
7	Upper Chuwa Lurupya Khola Hydroelectric Project	110.2
8	Super Chuwa Khola Hydropower Project	80
9	Bichchhya-Kuwadi Khola Hydropower Project	70
10	Karnali	62
11	Chuwa	70
12	Mugu Karnali	100
13	Mugu	57
14	Darma Khola	49.5
15	Kawadi Khola	30
16	Kawadi Khola	15
17	Hima Nadi	8
Total Capacity:		1808.57

Source: DoED Website

A 400-kV transmission line will be constructed between the proposed Humla 400 kV substation and the bay extension at Phukot 400 kV substation, spanning approximately 85 km. The proposed transmission line will

pass through community forest areas, private land, and conservation areas. Currently, Rastriya Prasaran Grid Company Limited aims to conduct a feasibility study for the Humla to Phukot 400 kV double-circuit transmission line, including a substation at Sarkegad Rural Municipality, Humla and khadachakra municipality at Kalikot.

This project includes design of the Humla- Phukot 400 kV Double Circuit Transmission Line. RPGCL seeks consultancy services to engage a team of consultants through a firm in accordance with GoN Guidelines. This Terms of Reference (ToR) outlines the tasks related to conducting and preparation of DPR (desk study, walkover survey, geological study, detail survey, tower spotting/scheduling, BoQ preparation, cost estimation) for the successful planning and implementation of the transmission line and details survey of associated Humla 400/132 kV substation and Bay extension area at Phukot substation.

2. Location Details and Terminal Points

The route passes through the proposed Humla substation at Sarkegad Rural Municipality, Ward No. 1 of Humla District (Longitude 81°56'49.28"E, Latitude 29°40'41.25"N) to Khandachakra Municipality, Ward No. 11 of Kalikot District (Longitude 81°36'45.96"E, Latitude 29°10'20.14"N) covering approximately 85 km. The route traverses through Sudurpashchim and Karnali Provinces, passing through the districts of Humla, Kalikot, and Bajura. It includes the municipalities/rural municipalities of Sarkegad, Adanchuli, Soru, Khatyad, Sumikartik Khapar, Pandav Gufa, Pachaljharna, Sanni Triveni, Budhinanda, Raskot, and Khandachakra. The route crosses cultivated lands, forest areas, paddy fields, bushes, barren land, and maize fields.

3. Definition

- Unless otherwise specified the following terms used in this TOR have the following meanings
- The term “**RPGCL**”, “**the Company**” and “**the Client**” have the same meaning and may be used interchangeably in this document depending on the context.
- “**The Project**” means Humla - Phukot 400 kV Double Circuit Transmission Line Project and associated substations.
- “**Transmission Lines**” means Humla - Phukot 400 kV Double Circuit Transmission Line
- “**T/L**” means Transmission Line
- “**S/S**” means Substation
- “**TOR**” means "Terms of Reference".
- “**GoN**” means "Government of Nepal".

4. Objectives and Scope of the Assessment

The primary objective of the ToR is to procure a consulting service for walkover, geological study, detail survey of line and associated substation, tower spotting/tower scheduling, BoQ preparation and cost estimation of Humla – Phukot 400 kV Transmission Line.

The consulting firm shall prepare a line design covering the walkover survey, geological studies, selection of the optimum route (T1), and detailed alignment survey of the T1 route, and associated substation, including Right-of-Way (RoW) planning, profiling, tower spotting, and tower scheduling. The scope shall also include preparation of the Bill of Quantities (BoQ) and cost estimates for the transmission line.

4.1 Objectives

The objectives of this Terms of References (ToR) is to procure a consulting service to

- Assess three alternative 400 kV transmission line routes through desk study, surface geological survey and walkover survey, and recommend the most feasible shortest alignment considering technical, environmental, and social factors.
- Perform surface geological and geotechnical investigations, slope stability analysis, and geo-hazard mapping at tower/angle point locations and along the alignment.
- Establish permanent benchmarks, reference points, and angle points with monumentation; prepare D-Cards; and carry out precise DGPS survey in UTM and MUTM co-ordinates systems.
- Conduct detailed LiDAR-based drone survey of the final alignment and prepare plan/profile drawings for the Transmission Line and detail plan survey drawing of associated substation.
- Prepare design of the 400 kV transmission line route details (profiling, tower spotting, scheduling, sag-tension, check survey after tower spotting) and preparation of BoQ and cost estimate.

4.2 Scope of the Services:

The following scope of work is proposed to achieve the objective of the project, which shall include but not limited to the tasks and assignments, activities outlined below:

4.2.1 Desk Study

I. Review of Existing Information

The consultant shall review all available primary and secondary data relevant to the transmission line route selection. This includes:

- Existing desk study Report
- Collect existing topographic maps (1:25,000 or 1:50,000 scale from Survey Department of Nepal)
- Review satellite imagery, DEMs (SRTM/ASTER/ALOS), and land cover datasets.
- Gather hydrological, geological, and seismic data relevant to the region.
- Geological and geotechnical reports, maps, literature reviews, geomorphological and hydrogeological inventories,
- Study existing transmission lines, substations, and access roads.
- Infrastructure databases.

II. Route Identification and GIS Mapping

The Consultant shall identify three potential transmission line routes using topographical maps and DEM analysis. Consultant shall consider the MUGU Karnali 1902 MW Hydroelectric Project and Phukot Karnali 480 MW project crest level / HFL if any updates to till date during allocation of the angle points. Each route shall be mapped with angle point details, including UTM and MUTM coordinates, elevations, spans, deviation angles, land cover, natural and manmade features, protected zones, rivers and water bodies, settlements and residential areas, forests, existing roadways, and major infrastructure. A comparative chart shall be prepared to evaluate the alternatives, and the most suitable alignment shall be recommended.

III. Geological Investigation

The Consultant is required to review the geology of the transmission line, angle point and associated substation on a local and regional scale during the desk study. The review must include literature, research

papers, satellite images, geological maps, hydrogeological maps, landslide hazard mappings, and seismological activities around the location. Furthermore, preparation of data sheets, log sheets, will assist during data acquisition and documentation. It is equally important to prepare an approximate inventory of geo-hazards, hydrogeological and geomorphological conditions through reports published research papers, walkover survey, detail survey data, google earth, satellite images or similar tools.

4.2.2 Field Verification and Route Finalization

I. *Walkover Survey*

The purpose of the walkover survey is to:

- Verify the findings of the desk study.
- Observe ground based geological and topographical challenges not visible in topographical maps or satellite data.
- Assess land access, right-of-way, social, and environmental issues.
- Fix angle points based on topography and constructability.

The Consultant shall carry out physical walkover surveys for the three proposed routes in the presence of the Client's representative.

During the walkover survey, the Consultant shall avoid:

- Settlements, Historical Monuments/Temples, schools, and health posts.
- Dense forests, conservation areas, and protected zones (e.g., National Parks, Protected areas and Buffer Zones).
- Geo-hazard prone areas such as landslides, rockfall zones, floodplains, and unstable slopes.
- Swampy or marshy areas.
- Interference/Crossings with existing high-voltage transmission lines.

The alignment shall be optimized for minimum angle points and least resettlement impacts.

II. *Terrain and Topography Assessment*

The Consultant shall record and assess:

- Terrain types such as plains, hill slopes, river crossings, and gorges.
- Slope gradients, soil conditions, and rock exposures.
- Ridge crossings, valleys, and potential tower spotting constraints.

III. *River and Infrastructure Crossings*

The Consultant shall identify and document:

- River and stream crossings, including width, bank conditions, flood marks, and watershed characteristics.
- Crossings with existing infrastructure such as:
 - Transmission and distribution lines.
 - Roads and highways.
 - Telecommunication lines, irrigation canals, and pipelines.

IV. *Environmental and Social Features*

The Consultant shall document:

- Types of forests along the alignment.
- Settlement density near the proposed alignment.
- Cultural and religious sites.
- Agricultural lands and potential right-of-way impacts.

V. Accessibility and Logistics

The Consultant shall record the following during the survey:

- Existing roads and trails that can be utilized by survey teams and for construction activities;
- Areas where temporary access roads will be required;
- Availability of water sources and potential sites for construction camps; and
- Sources of quarry materials and water required for transmission line construction.

VI. Geological and Geotechnical Investigation and Engineering Geological Mapping

The geological and geotechnical investigation during the walkover shall include:

- Regional and local geology of the project area.
- Geological information along the route, including lithological composition at each angle point, rock and soil types as per standard guidelines, geological structures (faults, folds, thrusts, etc.), rock and joint orientations (where exposed), and depositional characteristics with approximate thickness. Rock and soil descriptions shall follow ISRM and USCS classifications.
- Classification soil/rock type and design of appropriate foundation type required for tower foundation and erection depend upon the soil parameters and properties, sub-soil water level and the presence of surface water which have been classified as per standard.
- The type of soil as per standard guidelines, sub-soil water level, and the presence of surface water. Nine foundation types for TL towers are classified based on geology, the nature of the soil, and groundwater conditions (Classification soil type and design of appropriate foundation type required for tower erection depend upon the soil parameters and properties, sub-soil water level and the presence of surface water Geomorphological setting of each angle point and transmission line alignment.
- Identification of potential geo-hazards such as landslides, rock fall, land subsidence, slope instability, and steep gradients. The study shall also cover major crossings such as rivers, streams, valleys, roads, residential areas, and existing electric lines.
- Seismicity of the project area, including maximum Peak Ground Acceleration (PGA) and records of past earthquake activities near the project location.
- Hydrogeological observations along the alignment, including rivers, streams, tributaries, and sediment deposition characteristics, as well as potential hazards.
- Weathering and erosion conditions near angle points.
- Classification of foundation types for each angle point, in accordance with RPGCL guidelines and the CBIP.
- Photographic documentation of each angle point location with proper captions.
- Detail engineering geological mapping cross-sections and hazard mapping incorporating geological elements, structures, soil & rocks type's landslides, slope instabilities in AutoCAD or relevant software format.

4.2.3 Final Route Selection and Reporting

Based on survey findings, the Consultant shall recommend the most suitable alignment (T1) among the three alternatives, considering technical, geological, environmental, and social factors. The final

alignment shall include appropriate angle point details. Based on walkover survey findings, geological, environmental, and social assessments, the Consultant shall finalize the alignment. Angle point and route data shall be collected using a handheld GPS with an accuracy of ± 1 m in the UTM/MUTM coordinate system. The data shall include:

- Angle point identification, coordinates, elevations, spans, and deviation angles.
- Crossing details, road access, and soil types.
- Locational details, including current and former local administrative boundaries.
- Land use, forest types, and infrastructure details.

The mapping of angle points, transmission line routes, and attribute details shall be prepared using AutoCAD and GIS, software. The Consultant shall submit:

- Walkover survey data and angle point details for all three routes in KML format with complete attribute information.
- GIS and Auto-CAD based mapping overlaid on a topographical base map, including elevation details.
- Plan and profile drawings of each route alignment with Right-of-Way (ROW) details of 125m on either side of selected T1 route.
- A comprehensive report in both soft and hard copy, including all survey data and analyses.

Based on a comparative evaluation of technical, geological, environmental, and social factors, the Consultant shall recommend the most suitable route among the three alternatives for approval with comparative chart.

4.2.4 Monumentation of Angle Points

I. Control Survey

The national grid (MUTM) and WGS UTM coordinate systems will be maintained by establishing new survey control points, connected to existing trig points at intervals of 3–5 km and nearby benchmarks (BMs), if available, through joint DGPS observations. The coordinates obtained will then be transferred to the National Grid Coordinate System.

The trig points shall either be purchased from the Survey Department, Government of Nepal (with verified purchase documents) or subsequently verified as required.

The survey team shall carry out a DGPS survey of the transmission line using modern surveying techniques and instruments, ensuring positional accuracy within standard acceptable limits. For the DGPS survey, dual-frequency GNSS instruments with an accuracy of better than $5 \text{ mm} \pm 1 \text{ ppm}$ shall be used.

A pair of control points shall be established at intervals of every 3 km. The observation time shall be a minimum of 24 hours for the base point and at least 3 hours for other points. The coordinates of the angle points shall be fixed through DGPS traverses. For the UTM and MUTM coordinate systems of Nepal, three-dimensional coordinates (latitude, longitude, and elevation or Northing, Easting, and Elevation) of all identified tower locations shall be determined. The specifications of the DGPS instruments and procedures shall be approved by the Client prior to the monumentation survey by the Consultant.

II. Monumentation:

Each angle point and control point shall be documented for the T1 route with a D-card. The D-card shall include:

- A clear photograph of the location for sufficient foundation area including Angle Points (AP) details in photographs.
- Location details (Sabhik VDC and Local Level Details).
- XYZ coordinates (in both MUTM and UTM systems).
- Name of the landowner (if available).
- References to permanent structures or identifiable landmarks in the vicinity.

Permanent markers (monuments) shall be installed at each angle point along the final transmission line route, in accordance with the design specifications—a concrete pillar or Casting measuring 10 cm × 10 cm × 45 cm. These monuments will serve as permanent reference points for the transmission line alignment and will comply with the standard of Monumentation M15.

The placement of monuments at angle points shall avoid areas with the following characteristics:

- Dense forest areas.
- Buildings or other permanent structures.
- Swampy or wetland areas.
- Major roads or highways.
- Agricultural lands or areas that may affect construction feasibility

4.2.5 Detailed Survey (UAV–LiDAR-Based)

The verification of transmission line angle points for tower locations identified during the walkover survey falls within the scope of the Consultant. The survey team shall carry out a detailed survey of the approved route alignment, as well as the associated Humla and Phukot 400 kV substations, using the closed traverse survey method.

The Consultant shall prepare a strip plan map at a scale of 1:1000 to 1:2000 and profile sections at a scale of 1:200 or 1:400 for the entire transmission line, using Auto-CAD or relevant software. The contour interval shall be 0.5 m –2.5m (0.5 for minor contour and 2.5m for major contour).

A detailed survey of the transmission line and associated substations with Bay Expansion shall be conducted using modern survey techniques, including LiDAR and DGPS instruments, ensuring accuracy within standard acceptable limits. The survey shall cover a corridor width of 125 meters on either sides of the proposed alignment.

As part of the consulting scope, the Consultant shall also prepare:

- A high-resolution aerial orthophoto and Ortho-mosaic.
- An accurate 3D terrain surface model.
- Sufficient (4 points/m²) point cloud data.

These deliverables are required for the Transmission Line, covering the approx. 85 km length of Humla-Phukot 400 kV using LiDAR technology deployed via an aerial platform.

I. Procedures

To undertake the LiDAR survey, the following procedures shall be carried out:

1. Obtain permissions from concerned authorities for the LiDAR survey in consultant scope.
2. Establish Ground Control Points (GCPs) through DGPS surveying.
3. Acquires LiDAR data from aerial platforms.

4. Conduct aerial photography.
5. Process orthophotos of aerial photographs to produce high-accuracy aerial orthophotos with GSD of 15 cm or higher.
6. Process and classify LiDAR data, differentiating ground and non-ground features using appropriate classification codes.
7. Produce classified point cloud data, along with DSM/DTM of 0.5 m ground resolution or higher.
8. Prepare large-scale topographic base maps (scale 1:1000 – 1:2000) in Auto-CAD and prepare GIS database for the project area for mapping.

II. Aerial Photography and LiDAR Data Acquisition

1. Pre-survey planning
 - a. Review existing reports, maps, and project details.
 - b. Develop a flight mission and data acquisition plan in consultation with the Client and relevant authorities.
2. Permissions and clearances
 - a. Obtain permits for installing Drone, cameras/LiDAR sensors on aerial platforms.
 - b. Secure flight mission approvals from the Civil Aviation Authority of Nepal, Department of Survey, Ministry of Defense/Nepal Army, Ministry of Forest and Environment, and Ministry of Home Affairs.
3. Calibration and testing
 - a. Test and calibrate aerial cameras and LiDAR sensors prior to data acquisition.
 - b. Submit calibration reports to the Client.
4. GNSS Base Stations
 - a. Establish GNSS base stations at intervals of 3–5 km along the flight path.
 - b. Connect GNSS base stations to WGS-UTM Coordinates and National Control Network maintained by the Department of Survey MUTM system.
 - c. Ensure continuous GNSS data recording during the LiDAR survey mission.
5. Flight missions
 - a. Conduct aerial photography and LiDAR point data acquisition according to the flight plan.
 - b. Maintain safety, weather, and security protocols.
6. Ground validation
 - a. Establish LiDAR validation checks points along flight lines.
 - b. Use DGPS RTK points on bare ground to calibrate LiDAR first pulse data.
 - c. Locate check points near GNSS base stations.

III. Post-Processing and Deliverables

1. LiDAR Data Processing

- Process raw LiDAR data into georeferenced dense point clouds, applying QA/QC checks.
- Classify clouds into ground and non-ground categories.
- Generate DSM and DTM at 0.5 m or higher ground resolution.
- Validate DSM/DTM with ground check points.
- Submit an accuracy assessment report with technical details.

2. Aerial Photography Processing

- Orthorectify aerial photographs using GCPs and LiDAR-derived DTM and DSM.
- Apply aerial triangulation for high accuracy.
- Generate seamless orthophoto mosaics with color balancing, radiometric corrections, and image enhancements.

- Submit an accurate assessment report.
3. Topographic Base Map Preparation

- Vectorize extract ground features (roads, buildings, hydrography, land cover, embankments, land use, and features code data, etc.).
- Verify and update maps through ground surveys.
- Generate 0.5 m contour intervals from LiDAR-derived DTM.
- Develop GIS database and maps in UTM and MUTM systems.
- Prepare orthophotos and topographic base maps at 1:1000 – 1:2000 scale.
- Prepare profile maps at 1:200 / 1:400 for tower spotting using PLS CAD or relevant software.
- Submit a final accuracy assessment report with technical parameters.

IV. *Technical Details and Specifications of Image and LiDAR*

Specification of camera and LiDAR must be approved by the consultant from client 15 days ahead of detail field survey.

Table 2 Technical Details and Specifications of Image and LiDAR

S.N.	Description	Specification
1	Coverage	Coverage area of the transmission line will be 250 m Right of Way (125 m left and 125 m right) of the proposed transmission line alignment. Coverage area for the both substation area shall be 150 m buffer from the outer boundary of the substation area.
2	LiDAR Point Density	At least 4 points/m ² or more but needs to increase due to terrain conditions and other conditions to maintain desired accuracy with RGB colored point cloud data.
3	Ground sample distance (GSD) and focal length of lens	Medium frame cameras should be used to capture digital images, and GSD at nadir should be 15 cm. Consultants must provide Camera model, Megapixel pixel (not less than 50 MP) pitch (um), focal length (mm), sensor image width (pixels) computed required AGL for 0.15m GSD and flight plan showing strips with altitude, speed, frontlap/sidelap and trigger interval before approval of flight plan.
4	Photographic Coverage	The forward overlap (forward lap) between successive exposures in each run should be minimum 60 percent but can increase to maintain desired accuracy. The lateral overlap (side lap) between adjacent strips should be minimum 40 percent but can increase to maintain desired accuracy. The forward overlap and lateral overlap should be sufficient in order to produce Ortho-mosaic images of the dense forest area. In extreme terrain relief where the lateral overlap specified above is impossible to maintain in straight and parallel flight lines, the ‘gaps’ created by excessive relief shall be filled by short runs flown between the main runs and parallel to them.
5	Fundamental Spatial Accuracy	Fundamental vertical accuracy: Root Mean Square Error <= +/- 15 cm. or better on clear or vegetated ground.

		Fundamental horizontal accuracy of ortho photo should be $\leq \pm 10$ cm.
6	Coordinate Datum's	WGS 84 and MUTM with Everest Spheroid Vertical: above mean sea level
7	Vertical Datum	Consultants should adjust elevation data to Global (WGS) and local (MUTM Everest 1830) height data.
8	Ground Control System	The maximum distance between the Reference DGPS station on the ground and airborne GPS units must not exceed 5 kilometers during the flight. All survey control data used or derived from this contract must be supplied to ensure independent Quality Assurance (QA) of the survey operations. It is therefore essential that all primary ground stations should be visible in photographs in accordance with the appropriate system. The primary ground control and check point surveys must be referenced to survey control marks with geodetic control points (in terms of coordinates and height) demarcated by the survey department. Elevation data must be validated and corrected for systematic errors to ensure accuracy specifications are met. Documentation must describe how this has been achieved.
9	LiDAR Data acquisition details	Flight line overlap must be 40% or greater, as required to ensure there are no data gaps between the usable portions of the swaths. Collections in high relief terrain are expected to require greater overlap. Any data with gaps between the geometrically usable portions of the swaths will be rejected. LiDAR data over the Study Area must not be collected during any period where the extent of LiDAR ground returns in any part of the study Area is likely to be significantly compromised e.g. Flood, adverse weather, etc. The spatial distribution of geometrically usable points is expected to be uniform and free from clustering. To ensure consistent data densities throughout the project area: • Environmental conditions for data capture • Cloud and fog free between the aerial platform and the ground
10	Intensity Image	0.15 m grid intensity image or better to preserve required accuracy. Mosaic generated using average laser intensity values from “first return” LiDAR points. Tiled delivery covering 85 km of the transmission line.
11	Digital Surface Model (DSM) (Orthometric)	0.5 m or better grid Digital Surface Model (DSM) to preserve required accuracy. The DSM should be generated from the “first return” LiDAR mass point data. This will include ground and non-ground points such as vegetation and buildings. The DSM generation should employ a Point to TIN and TIN to Raster process with Natural Nearest Neighbour interpolation
12	Digital Terrain Model (DTM) (Orthometric)	0.5 m or better grid bare earth Digital Elevation Model (DEM) to preserve required accuracy. The DEM should be generated from the LiDAR mass point data classified as “Ground” only, so that it

		defines the “bare earth” ground surface. The DEM generation should employ a Point to TIN and TIN to Raster process with Natural Nearest Neighbour interpolation.
13	DGPS Data collection	DGPS data for all base station occupations for more than 24 hours or more is to be provided in RINEX format (Receiver Independent Exchange Format). GPS observation log sheets which include the following details: - Survey mark id (APs) - Occupation time & date - Antenna height measurements - Instrument /antenna types & serial numbers. The DGPS observation log sheets should be provided in pdf format and Excel spreadsheet if data is captured digitally. Where appropriate, some jurisdictions may find it useful to also request DGPS data for any static primary control surveys. Description Card of the DGPS locations must be submitted by the consultant.
14	Metadata	For each supplied data product, a complete metadata statement is consistent with the ISO Standard. Metadata must be provided with every delivery including interim, partial, and final deliveries. The job will not be signed by the Contract Authority until the metadata is supplied.
15	Spatial Accuracy Validation	The fundamental vertical accuracy of the point cloud dataset must be determined with check points located only in open, relatively flat terrain, where there is a very high probability that the sensor will have detected the ground surface. The vertical accuracy of the point cloud dataset is to be tested using a TIN surface constructed from bare-earth LiDAR points compared against ground survey check points. Check points are to be surveyed independently of any LiDAR GPS operations. The number of check points (locations) is dependent on the extent of the survey. The following strategy should be used as a guide: Check points must be established to adequately cover the full extent of the transmission line survey area and be representative of the project area landscape. In the above circumstances, a “compiled to meet” statement of horizontal accuracy at 95 percent confidence should be reported.
16	Data Processing	Consultants should process all the acquired data (LiDAR and Ortho photo) in Data Processing LAB (Software and Hardware) inside Nepal with close coordination and presence of Client representative.
17	Facilitation	Client will only facilitate in administrative procedure

The excel sheet of features present in site must be in the below format if any suggestion please consult with client representatives and make a proper feature code data excel sheet of detail survey.

Table 3 feature code data excel sheet

S. No.	Feature Name	Feature Code	Reference Value / Notes	Feature Code Value
1	Ground / Bare Earth	GRD	Elevation points for DTM generation	10
2	Road / Highway	RD	Road centerline, attribute	20
3	Tracks / Trails	TRK	Local access paths	30
4	River / Stream / Canal	WTR	River / canal (bank-to-bank line)	40
5	Riverbank / Embankment	BNK	Left / right bank coding	50
6	Slope / Landslide Area	SLP	Mark slope, unstable areas	60
7	Rock Outcrop / Cliff	RCK	Hazardous rocky areas	70
8	Tall Trees / Forest	VTL	> 3 m vegetation (clearance check)	80
9	Medium Vegetation / Shrubs	VSM	1 – 3 m shrubs	90
10	Low Vegetation / Grassland	VGP	< 1 m grassland	100
11	Vegetation within RoW	VCL	Vegetation clearance within RoW	110
12	Transmission Tower Location	TWR	Tower center point (Unique ID required)	120
13	Tower Foundation Point	TWF	4 foundation corner points	130
14	Transmission Line Conductor / Wire	TLN	LiDAR classified wire points	140
15	Optical Ground Wire (OPGW)	OPG	If visible in LiDAR point cloud	150
16	Substation / Gantry Structure	SUB	Substation structures & gantries	160
17	Utility Poles (LT/HT, Telephone)	UTL	LT/HT poles, telephone poles	170
18	Buildings / Houses	BLD	Building footprints	180
19	Fence / Compound Wall	FNC	Fence / compound demarcation	190
20	Bridge / Culvert	BRG	Bridge / culvert structure	200
21	Retaining Wall / Boundary Wall	WAL	Boundary / retaining wall	210
22	Right of Way (RoW) Boundary	ROW	132 kV – 18 m, 220 kV – 30 m, 400 kV – 46 m RoW	220, 224, 228
23	Obstructions within RoW	OBS	Any obstruction inside RoW	230
24	Road Crossing	CRS_RD	Location of TL road crossing	240
25	River Crossing	CRS_WT	Location of TL river crossing	250
26	Clearance Hazard Point	HGR	Obstruction near conductor clearance	260
27	Ground Control Point (GCP)	GCP	GNSS surveyed GCP point	270
28	Check Point	CHK	Independent check points	280
29	Reference Base Station	REF	Reference GNSS base station	290
30	Angle Point (AP)	AP	Transmission line angle / deviation points (AP1, AP2, ...)	300

31	Spot Height	SP		310
32	As per client suggestion if any			

The consultant shall carry out a high-resolution topographic and alignment survey using Unmanned Aerial Vehicle (UAV/Drone) mounted LiDAR, supported by Differential GPS (DGPS/RTK) and Total Station where required. The purpose of the survey is to produce accurate terrain, obstacles, and corridor data suitable for transmission line design, tower spotting, tower scheduling and clearance analysis and preparation of BoQ and cost estimate of Transmission Line.

V. Reporting and Deliverables

Mapping and GIS Deliverables (UAV-LiDAR Based):

All deliverables must be developed in GIS and AutoCAD or PLS CAD -compatible formats (ESRI Shapefile, KMZ, GeoTIFF, LAS or LAZ and CAD dwg) and meet RPGCL's mapping standards on hard copy and softcopy 4 TB hard drive.

Table 4 Mapping and GIS Deliverables (UAV- LiDAR Based)

Output Type	Description
Strip Maps	High-resolution 250m corridor maps at 1:1000 to 1:2000 scale with towers, terrain, land use, and contours
Longitudinal Profile	Side-view elevation profile showing ground undulation, spans, angle point and clearance at a scale of 1:200 or 1:400.
Plan and Profile Drawings	Auto-CAD and PLS-CAD or relevant software based plan/profile sheets including angle point, elevation data, and crossing details
GIS Maps	Final route alignment in .shp, .kmz, and .kml formats overlay with topographical base map as well as Topographical survey map.
Coordinate Tables	Excel sheet with tower coordinates UTM/MUTM elevation, span length, angles, and tower type
LiDAR Point Cloud	Raw and classified LAS or LAZ files showing all scanned features (ground, vegetation, buildings, etc.)
DTM and DSM Files	GeoTIFF/DEM outputs used for design, clearance, and terrain analysis
Crossing/Obstruction Inventory	GIS database and table of all rivers, road, TL, building, and forest crossings and other features.
3D Visualization (Optional)	3D fly-through or corridor model using RGB LiDAR point cloud and orthophotos and documents for stakeholder and submit it with presentation.

Reporting and deliverables for this assignment are as under:

Table 5 reporting and deliverables

SN	Report & Deliverables	Timeline
1	Delivery 1: Inception report ➤ Detailed work plan and timetable. Three alternative route plan map and comparison table with complete report (Soft and Hard copies)	Within 15 days of commencement
2	Delivery 2: Walkover Survey and Geological survey report ➤ Walkover survey report with best route among the three alternatives with complete comparison overlay on topographic map and report and geological and geotechnical study report. (Soft and Hard copies) ➤ Final Angle Point, DGPS survey, monumentation, DGPS survey report overlay on Topomap, D-card, DGPS processing report accuracy assessment RMSE calculation report.	Within 15 days after completion of filed work of the assignment
3	Delivery 3: LiDAR survey RAW data and Processing Report ➤ Flight plan, LiDAR and orthophoto acquisition report with raw data and images including flight mission report and GNSS check control point field report. ➤ LiDAR and orthophoto acquisition report with processed and corrected LiDAR and orthophoto data and maps. ➤ LiDAR and aerial orthophoto processing report composition @ 15 cm ground resolution in GeoTIFF format in appropriate data tiles sizes	Within 20 days after completion of filed work of the assignment
4	Delivery 4: Draft Reports and Base Map and Data in ArcGIS and AutoCAD. • Draft topographical base map and GIS data (Base maps at 1:1000 – 1:2000 scale printed in 3 copies) • Accuracy assessment report • Draft Engineering Geological mapping (Including Hazard mapping and cross-sections report in hard and softcopy.)	Within 20 days after completion the assignment
5	Delivery 5: Final reports and base map and data • Final topographical base map and GIS data (Base maps at 1:1000 to 1:2000 scale printed in 3 copies) and 1:200/1:400 Profile of transmission line showing angle point and 250 m row data with D- Card Information.	Within 20 days after completion the assignment

	• Project report with methodology, outputs, data handling and usages recommendations and process. • Excel sheet data of prominent (natural and manmade features) and topographical features and angle point details as mentioned below feature code data. • Final Consolidate Engineering Geological and Geotechnical mapping (Including Hazard mapping and cross-sections report in hard and softcopy.) • Final soft copy data of LiDAR and photogrammetry products in raw form .las dataset .jpeg, processed data and final deliverable DSM, DTM and point cloud data.	
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4.2.6 Design of Transmission Line

I. Scope

1. Design of Transmission Line including profiling, tower spotting using PLS-CADD or any similar relevant software and tower scheduling, verification and demarcation of the intermediate tower spotting if required in the site for actual construction purpose.
2. Preparation of foundation type Bill of Quantity (BoQ), Cost estimates, and Technical Specification of civil works, steels, insulator, shield wires, OPGW, damper and transmission line in detail.

II. Design of Transmission line

1. Prepare design base memorandum (DBM) for the standardization transmission line and shall be approved by client before starting the detail of transmission line.
2. Collect the weather/climate data including isokeraunic data and determine various loading zones and employ the data to develop the optimal design of transmission lines and tower, passing through terrain with varying elevation and climate conditions.
3. Select design parameters/criteria for the transmission line as per IEEE standard: Guide for the preparation of a Transmission Line Design Criteria Document. However, other standards such as IEC, ASTM, BS, SHALL be used for design of specific components and for any aspect not covered by IEEE.
4. Employ the design parameters as per relevant IS codes to prepare the specifications for steel towers, conductor, shield wires, Optical Ground Wire (OPGW), dampers, insulators, line hardware and all other line accessories, etc.
5. During Check survey Tower Spotting, Wind and Weight span at each location must be checked at field in presence of client representative before final report submission.
6. For the profiling and plotting of line, the following data should be considered;
 - Specification of profiling and plotting including scales to be adopted,
 - Normal wind and weight span,
 - Minimum weight span for tangent tower,
 - Maximum single spans for all types of towers.
 - Specifications for statutory clearances.

- The height of the towers, insulator strings, hangers and other attachments. Use of reinforced cross arm to take extra weight span will increase additional load on the tower leg and other tower members. The towers in all locations may not be adequate to take care of this additional load due to an extra weight span.
 - Details of conductor, earth wire, insulators including wind loads, maximum and minimum temperatures and corresponding working tension.
7. The Consultant Shall Employ PLS-CADD or any similar relevant state-of-the-art tools/software for the transmission line routing, profiling and tower spotting. Furthermore, the Consultant shall consider for the development of design criteria, calculations, drawings, Conductor, Shield wires, OPGW, dampers, insulators, line hardware and all other line accessories etc. while preparing the Report; including Tower Spotting, Tower Scheduling including check survey.
 8. The Consultant shall prepare tower spotting/ tower schedule, technical specification, typical foundation design as per soil type in quantity based and BoQ, Cost estimate related drawings after completion of check survey, and submitted final tower spotting/scheduling in any commercial/applicable software, BoQ preparation and cost estimate.

Table 6 General Description of Towers for Transmission Lines

Type of Tower	Deviation Limit	Typical Use
DA / A	0°–2°	<i>Used as a tangent tower</i>
DB / B	0°–15°	<i>Angular tower with tension insulator string</i>
DC / C	15°–30°	<i>Medium-angle tower with tension insulator string</i>
DD / D	30°–60°	<i>a) Large-angle tower with tension insulator string</i> <i>b) Anchor tower for river crossing</i> • 0° deviation on crossing side • 0°–30° deviation on line side

After performing the Design of Transmission line, the consultant shall prepare the report incorporating the following:

- a) Project Description with location map.
- b) Salient Features of Transmission line.
- c) Tower spotting/scheduling, tower spotting data using PLS-CADD or any similar relevant software.
- d) Select typical foundation design of each tower location as per standard.
- e) Incorporation of design criteria in the relevant software.
- f) Sag tension chart
- g) Plan and profile of transmission line with tower Schedule of obligatory crossing locations.
- h) Transmission line technical specifications and drawings including BoQ.
- i) Final Cost estimate

Reporting and deliverables for this assignment are as under:

Table 7 reporting and deliverables

SN	Report & Deliverables	Timeline
1	Delivery 1: - Design base Memorandum report of Transmission Line (Soft and Hard copies)	Within 30 days of commencement
2	Delivery 2: Draft transmission line tower spotting/scheduling including design criteria and sag tension report and associated drawings using PLS-CADD or any similar relevant software.	Within 15 days after completion the assignment
3	Delivery 3: Draft BoQ and cost estimate of transmission line	Within 15 days after completion the assignment
4	Delivery 4: Final consolidated report transmission line design report, BoQ, cost estimate and relevant drawings including technical specification.	Within 15 days after completion the assignment

4.2.7 Costing of Individual Items

The Consultant shall depict the major assumptions forming the rate analysis and cost estimates in text including the major item wise details of cost estimates. The Consultant shall prepare BoQ and cost estimate on following topics including required descriptions as per standard on Cost Estimate of Transmission line. (Template of Bill of Material of 400 kV towers will be provided by the Client if required.)

- Necessary tools and equipment should be analyzed by consultants for BoQ preparation and cost estimation.

Refer following information

- Refer existing reference for relevant task, in Nepal.
- Reference price level of estimates
- Currency and Exchange rates and their referenced period
- Level of Contingencies
- Level of inventories of materials, spares, etc.
- Status of engineering and design based on which the estimates have been framed - Rates and quantity of the items on the basis of value analysis.
- Insurance, Transportation, Custom Duty and Taxes, etc.
- Prepare a workable and cost-effective procurement, construction & execution plan including schedule and a detailed description of the process and submit report with incorporation of suggestions from the Client.
- The Consultant shall provide recent years' rate of equipment and material.
- The consultant shall provide all the references for the rate of each component.

5. Implementation Arrangement

The Consultant will work closely with the office of RPGCL, local administration, and relevant ministries & agencies. The Consultant's team leader will be the principal contact and will be expected to be readily available at the project office within a notice of seven days from the project during the assignment period. The Consultant will be responsible for all aspects of performance of services set forth in the ToR. The Client will be responsible for providing the existing data and information and supporting arrangement for the necessary field investigations.

- a. **Method Statements.** Prior to commencing any section of the work, the Consultant shall submit method statement to the project in accordance with the requirement of the Consulting Services with the allocated input of days from both technical key expert and technical experts and expected input from RPGCL's project focal person. When requested by the Client, the Consultant shall provide additional method statements related to specific item of work, inception report and DBM.
- b. **Design Progress Meetings.** The Consultant shall hold periodic progress meetings with the Client at least once a month. Additional meetings shall be scheduled as required by the Consultant's design. The intent of these meetings will be for the Client to provide input and to discuss options for addressing the Client's comments. The Consultant shall fully cooperate with the Client in scheduling and attending such meetings as requested by the Client. These meetings shall be held at RPGCL office in Kathmandu. The Client will be responsible to prepare meeting minutes during each of these meetings. Minutes will be distributed to participants for review and comment.
- c. **Monthly Progress Reports.** The Consultant shall furnish the Client with a written Monthly Progress Report that summarizes all aspects of the completed monthly and cumulative work progress. The objectives of the Monthly Progress Report are to:
 - i. Provide a reliable and readily accessible summary record of the project activities with daily activities performed by each individual when they are at the site.
 - ii. Provide a detailed description of all work actually completed up to the date and revision to the project schedule required, which shall reflect changes in the critical path since the date of the last revision.
 - iii. Identify issues and problems requiring action by the Client or the Consultant, including issues of conflicting priorities.
 - iv. Provide a forecast of the work to be accomplished in the next month.
 - v. Provide information to help substantiate the Consultant's pay request
- d. **Submittal Protocol.** No later than thirty (30) days after the Contract Date, the Consultant shall submit a submittal protocol for the Consulting Services. The submittal protocol shall identify the submittal packages to be prepared by the Consultant including but not limited as specified in Schedule, including a detailed listing of the content, the expected dates of the submittals, number of copies, and distribution of the submittals by the Consultant based on distribution information provided by the Client. The submittal protocol shall include the time allowed for the Client's review, which at a minimum shall be twenty (20) days. For large or complex submittals, the Client may require a submittal review period longer and the Consultant shall coordinate with the Client inclusion of these review periods in the submittal protocol. The submittal protocol shall

avoid the simultaneous submittal of a large number of submittals for the concurrent Client review.

- e. **Consultant's Obligations.** The Consultant shall provide submittals for review consistent with the submittal dates. The Consultant acknowledges that the Client's review will often involve input from, or consultation with, a number of individuals. Therefore, should submittal dates to the Client be delayed, the Consultant shall provide prompt notice to the Client of the delay. In no case shall this notice be given less than ten (10) calendar days prior to the scheduled submittal date for that submittal. The submittals shall identify any proposed change to the requirements, or the design concept, project delivery approach, or the project schedule provided in the Consultant's proposal, accompanied by the rationale behind the proposed change. No changes shall be implemented without the Client's acceptance. Such acceptance shall not, however, relieve the Consultant of any of its obligations under the contract.

Form of Submittals. Each submittal shall be transmitted electronically and in hard copy with official stamp and signature, unless otherwise required by other sections of the ToR, with a cover letter to the Client at the office of RPGCL. Unless otherwise specified in the contract, the Consultant shall prepare one (01) hard copy of each submittal for distribution except three (03)

6. The Consultant is expected to complete consulting task with in Fourteen (14) months.

6.1 Expertise and Person Month Requirements

It is estimated that in total 47 person-months of Services are required from technical key experts. Details on key expertise, non-key and person month requirements are in Table 8 and 9. The key expertise should be provided by a consulting firm specializing in designing and preparing (desk study, walkover survey, geological study, detail survey, tower spotting/scheduling, typical foundation for bid purpose, BoQ preparation and cost estimation) for the successful planning and implementation of the transmission line and details survey of associated Humla 400/132 kV substation and Bay extension area at Phukot substation.

Table 8 Indicative Consultant Expertise and Key Person Months Requirements

S.N.	Position	Person-Month		
		Office	Field	Total
1	Civil/Electrical/Geomatics Engineer (CumTeam Leader)	9	3	12
2	Electrical Engineer (Transmission)	4	2	6
3	Transmission Line Engineer	5	4	9
4	Survey Engineer /Geomatics engineer	4	5	9
5	Geotechnical Engineer /Geologist	1	2	3
6	Engineer	4	4	8
Total Person-Month		27	20	47

Table 9 Non-Key Person Months Requirements

S.N.	Position	Person-Month		
		Office	Field	Total
1	Diploma in Geomatics Engineering	4	4	
2	Diploma in Civil Engineering	4	4	
3	Support Staff (4 Person)		8	
Total Person-Month				

6.1.1 Responsibilities and Qualification of the Technical Key Experts

All technical experts indicated in Table 8 and Table 9 are considered as technical inputs of key & non key experts. The main responsibilities and qualifications of each expert are highlighted, but not limited to, as follows:

Table 10 Responsibilities and qualification of the technical key experts and non-key experts.

Key Experts	
A. Civil/Electrical/Geomatics Engineer (Cum Team Leader)	
Qualification/ Experience	▪ Bachelor in Civil/Electrical / Geomatics Engineering. ▪ Above 10 years of experience in infrastructure projects. ▪ At least 5 years of experience in detail design report, associated drawing document finalization, bill of quantities, and cost estimate finalization or construction of 132 kV or above voltage level transmission line projects.
Responsibilities	As the Team Leader, the expert is responsible for but not limited to: ▪ Act as the team's point of contact with RPGCL; ▪ Must be available for progress or other meetings as and when requested by the Client; ▪ Lead and manage the entire team involve in the detail design of the project including experts for the fulfillment of the outlined scope of work; ▪ Make necessary inputs and advice to the project team on transmission line technical matters; ▪ Develop a full understanding of project requirements through discussion with RPGCL; ▪ Coordinate field surveys, necessary additional studies to ensure that the line ToR's overall requirements of the projects. ▪ Coordinate to review all reports, drawings and plans prepared for RPGCL until finalization; ▪ Prepare or lead the team to prepare all the reports as listed in the reporting requirements; ▪ Prepare or lead the team to prepare tower spotting tower scheduling project designs, documentation, bill of quantities and cost estimates; including but not limited to the technical specifications, performance specifications, and drawings; and submit report with incorporation of the comments by RPGCL on

	draft report and finalize the draft documents until approved by RPGCL. ▪ Monitoring project progress against proposed work plan, report on progress, and propose remedial measures as necessary; ▪ Conduct other duties as reasonably requested by RPGCL. ▪ The team leader is responsible to; with support from other key and non-key experts'; complete assignment as demanded by this consulting works;
B. Electrical Engineer (Transmission)	
Qualification/ Experience	▪ Bachelor's Degree in Electrical engineering ▪ At least 7 years of experience in infrastructure projects. ▪ At least 3 years of experience in transmission line of 132 kV or above voltage level transmission line projects.
Responsibility	▪ Provide inputs and advice to the project team on transmission line related technical matters, preparation of bill of quantities and cost estimates. ▪ Design of transmission line technical parameters, conductor configuration, insulators, tower footing resistance, and tower types, taking account of RPGCL's requirements as prevailing code of conduct and Nepal specific conditions including wind velocity, terrain type and altitude. ▪ Assist in transmission line design technical contribution ▪ Provide support to the Team Leader in completing transmission line related assignments as demanded by this consulting works. ▪ Other responsibilities assigned by the client.
C. Transmission Line engineer (Civil/Electrical)	
Qualification/ Experience	▪ Bachelor Degree in Civil / Electrical Engineering. ▪ At least 7 years of experience in infrastructure project. ▪ At least 5 years in design and construction of 132 kV or above voltage level transmission line projects including route alignment identification, detail survey and tower spotting using preferably PLS-CADD or relevant transmission line design software & calculation of sag template chart.
Responsibilities	▪ Support inputs and advice to the project team for transmission line related technical matters. ▪ To assist walkover survey, and alignment finalization. ▪ Employ state-of-art tools/software, such as PLS-CADD or other relevant transmission line design software, for the transmission line routing, profiling and tower spotting, with demarcation of tower spot in the site of actual construction. ▪ Prepare sag templates and curves in the scale of plan & profile drawings. The sag curves shall be for both Hot and Cold conditions with all other necessary details prescribed by international standards. ▪ Preparation of typical foundation design for bid purposed as per different soil type for different type of tower. ▪ Conduct Check survey after tower spotting in field and assure the sufficient location for foundation drawing for each location. ▪ Perform transmission line detail design, associated drawing, prepare bill of quantity and cost estimation. ▪ Provide support to the Team Leader in completing transmission line related assignments as demanded by this consulting works.

	Other responsibilities assigned by the client.
<i>D. Survey Engineer /Geomatics engineer</i>	
Qualification/ Experience	- Bachelor in Survey Engineering /Geomatics Engineering - At least 7 years of professional experience in surveying in infrastructure project. - At least 5 years' experience in survey, design and construction of 132 kV or above voltage level transmission line projects in mountainous/hilly (Elevation greater than 1000 m) region using Airborne LiDAR technology and photogrammetry with detail design associated drawing, transmission line route selection, detail survey and tower spotting in hill and mountains region/area.
Responsibilities	- Provide inputs and advice to the Team leader on transmission line survey and tower spotting related technical matters. - Employ state-of-art tools/software, such as AutoCAD, PLS-CADD, GIS, Google Earth, Google Earth Engine and DGPS and LiDAR survey data processing for the transmission line routing, profiling and tower spotting, with demarcation of tower spot in the site of actual construction. - Shall be responsible for the processing and finalization of DGPS, Photogrammetry, and LiDAR data, Ortho-mosaic, DSM and DTM/DEM. - Verify the accuracy of survey data, including measurements and calculations conducted at survey sites and related reports. - Processing and extraction of LiDAR survey output and feature code data extraction, digitization of data required for transmission line design, autocad drawing and other relevant task. - Review and record the results of surveys, including the shape, contour, location, elevation, and dimensions of land or land features. - Extract the data from DEM/DSM as required from appropriate software. - Conduct Check survey after tower spotting in field. - Provide support to the Team Leader in completing structural engineering related assignments as demanded by this consulting works. - Other responsibilities assigned by the client.
<i>E. Geotechnical Engineer/Geologist</i>	
Qualification/ Experience	- Master's Degree in Geotechnical Engineering or engineering geology. - At least 7 years of experience in infrastructure project. - At least 5 years of experience in surface geological investigation and soil investigation for the design of tower foundations of 132 kV or above voltage level transmission line project.
Responsibility	- Make necessary inputs and advice to RPGCL on transmission line on geotechnical matters. - Perform walkover field survey and identified soil and rock standard in tabular format of each angle point and substation major structure as per standard. - Contribute to the preparation of project designs, documentation. - Perform other functions as may be assigned or delegated by Team Leader from time to time during the time of assignment. - Submit Surface geological map (Soil and Rock identification) and report with incorporation of suggestions from approving agencies. - Provide support to the Team Leader in completing geological/geotechnical related

	assignments as demanded by this consulting works. • Other responsibilities assigned by the client.
F. Engineer	
Qualification/ Experience	▪ Bachelor degree in Civil Engineering / Geomatics Engineering ▪ At least 5 years of experience in infrastructure project. ▪ At least 3-year experience in walkover survey, monumentation and detail survey and tower spotting and scheduling of 132 kV or above voltage level transmission line projects in mountainous/hilly (Elevation greater than 1000 m) region using Airborne LiDAR drone-based technology and photogrammetry with detail survey drawing, plan and profile preparation.
Responsibilities	▪ Provide inputs and advice to the Team leader and to RPGCL on transmission line walkover, monumentation, Detail survey, tower spotting and scheduling related technical matters. ▪ Should have experience of LiDAR survey in transmission line project. ▪ Should operate LiDAR based drone in hilly and mountainous terrain with achievement of accuracy in horizontal and vertical positioning survey. ▪ Processing and extraction of LiDAR survey output and feature code data extraction, digitization of data required for transmission line design, autocad drawing and other relevant task. ▪ Employ state-of-art tools/software, such as AutoCAD, PLSCAD, GIS, Google Earth, Google Earth Engine and DGPS processing for the transmission line routing, profiling and tower spotting, with demarcation of tower spot in the site of actual construction. ▪ Verify the accuracy of survey data, including measurements and calculations conducted at survey sites and related reports to Team Leader and RPGCL. ▪ Review and record the results of surveys, including the shape, contour, location, elevation, and dimensions of land or land features. ▪ Extract the data from DEM/DSM and Ortho-mosaic as required from appropriate software. ▪ Conduct and perform LiDAR data accuracy, error adjustment, and removal of data noise, check overlap and remove gaps and voids during data acquisition as well as final deliverables submission with associated report. ▪ Provide support to the Team Leader in completing geotechnical related assignments as demanded by this consulting works. ▪ Other responsibilities assigned by the client.
Non- Key Experts	
G. Diploma in Geomatics Engineering /Surveyor	
Qualification/ Experience	▪ Diploma in Geomatics Engineering ▪ At least 3 years of experience in infrastructure projects. ▪ At least 1 project in route definition; walk over survey, selection of best route, detail survey and tower spotting, design and project preparation of 132 kV or above voltage level transmission line projects.
Responsibility	▪ The knowledge on Auto CAD or similar software is highly preferred.

	▪ Provide inputs and advice to the project team and to RPGCL on transmission line related technical matters. ▪ Perform monumentation, GPS and DGPS survey in transmission line survey and D-card preparation. ▪ Perform coordinate transformation WGS and MUTM as per project requirement. ▪ Preparation of plan and profile of the transmission line route using relevant software. ▪ Employ state-of-art tools for the transmission line routing, profiling and tower spotting, with demarcation of tower spot in the site of actual construction. ▪ Assist team on final deliverables associated drawing and report preparation ▪ Provide support to the Team Leader in completing transmission line related assignments as demanded by this consulting works. ▪ Other responsibilities assigned by the client.
<i>H. Diploma in Civil Engineer</i>	
Qualification/ Experience	▪ Diploma in Civil Engineering ▪ At least 3 years of experience in infrastructure projects. ▪ At least 1 project in route definition, detail survey and tower spotting design and project preparation of 132 kV or above voltage level transmission line projects.
Responsibility	▪ Provide inputs and advice to the project team and to RPGCL on transmission line related technical matters. ▪ Drafting the civil drawing related to TL on Auto CAD, PLS-CADD or similar software. ▪ Perform draft man in the preparation of associated drawings and report as a draft person and assist in the team. ▪ Assist in the preparation of BoQ with associated with tower spotting and scheduling drawings related to the project. ▪ Provide support to the Team Leader in completing transmission line related assignments as demanded by this consulting works. ▪ Other responsibilities assigned by the client.

7. Reporting Requirements

The Consultant shall prepare the various reports and maintain records documenting decisions made at meetings, progress on project preparation, financial records and changes to the contract plans. The reporting shall, in general, comprise of the following:

- i. Design basis memorandum
- ii. For walkover survey, surface geotechnical and detail survey of the transmission line alignment, RPGCL representatives must be present for the study in joint team.
- iii. Route alignment survey report with all the alternatives alignments (at least three) for approval from RPGCL to carry out the detailed survey.
- iv. Report on detail survey of the transmission lines with incorporation of suggestions from approving agencies.
- v. Report on Soil / Rock type as surface geology as per standard and guidelines.
- vi. Report on line routing, tower spotting plans, and survey information using PLS- CADD or any applicable software with demarcation of tower spot in the field of actual construction.
- vii. Report on definition of transmission line design technical parameters, conductor configurations,

- insulator and special tower types, taking account of RPGCL's requirements and Nepal-specific conditions including wind velocity, terrain type and altitude.
- viii. Report on technical specifications, performance specifications, schedules and drawings for bidding of the project
 - ix. Report on design of transmission lines.
 - x. Prepared Estimate and bill of quantities of the transmission line in close coordination with RPGCL.
 - xi. Report on detail cost estimate.
 - xii. Other reports in accordance with the detailed task of the Consultant.

All documents and reports would be made available on hard copy as well as electronic format. (4 TB Hard drive) Electronic submission/reports shall be in the original file format. Consultant must submit Design Drawings/Construction Drawings in editable format. All reports will be in English language.

8. Milestones

Consulting Firm will be paid upon completion of the Milestones. Details of the Milestones and Mode of payment are described below.

Milestone 1: Approval of Desk Study Report - 10% (T+ 15 days) T = Contract Effective Date

The Consultant shall submit inception report no later than 15 days of the Contract effective date.

Inception report — detailed work plan, resource deployment timetable, team mobilisation schedule (3 hard copies + soft)

Desk study report — review of existing topographic maps (1:25,000 / 1:50,000), satellite imagery, DEM data (SRTM/ASTER/ALOS), geological/seismic/hydrogeological data, existing T/L and substation data, infrastructure databases; consideration of Mugu Karnali 1902 MW and Phukot Karnali 480 MW HFL/crest levels

Three alternative route plan maps — GIS/KML format overlaid on topographic base map; each route mapped with angle point UTM/MUTM coordinates, elevations, spans, deviation angles, land cover, crossings, protected zones, rivers, settlements, roads; comparative chart with recommended route

Design Base Memorandum (DBM) — design criteria per IEEE 1724 / IEC 60826 / ASTM / BS; loading zone definitions; weather/climate data sources; conductor and tower type selection rationale; RoW (46m for 400 kV); coordinate systems (WGS 84 + MUTM Everest 1830) — must be approved by Client before design commences

Submittal protocol — all planned submittals listed with content, dates, copy numbers and review periods; submitted to Client; minimum 20-day review period built in for each submittal

Milestone 2: Walk Over, Surface Geological, Mon mentation, DGPS and Detail Survey of Transmission Lines- 30%

Walkover survey report all 3 routes

Physical walkover of three routes — terrain/topography assessment, river and infrastructure crossings (widths, bank conditions, flood marks), environmental/social features (forest types, settlement density, cultural sites, agricultural land), accessibility and logistics (existing roads, trails, camp sites, quarry materials, water sources)

Recommended best route (T1) with complete comparative chart — technical, geological, environmental, social factors; overlaid on topographic map (3 hard copies + soft); KML data for all three routes

RoW plan — 125 m each side of T1 alignment; plan and profile drawings of each route alignment

Geological and geotechnical study report

Regional and local geology — lithology at each angle point in tabular format (ISRM + USCS classification); geological structures (faults, folds, thrusts); rock/joint orientations; depositional characteristics

Foundation type classification for each angle point as per — Normal Dry, Sandy Dry, Wet, Wet Cultivated, Partially Submerged, Fully Submerged, Black Cotton Soil, Fissured Rock, Hard Rock; per RPGCL guidelines and CBIP manual in Table Format.

Geo-hazard inventory — landslides, rockfall, subsidence, slope instability; hydrogeological observations; seismicity (max PGA, past earthquake records); weathering and erosion near angle points; geomorphological setting of each angle point

Surface geological map (soil/rock identification); photographic documentation with captions for each angle point

DGPS survey, monumentation and D-Cards (T1 route)

Control survey — new control points connected to existing trig points at 3–5 km intervals; base point observation ≥ 24 hours; other points ≥ 3 hours; dual-frequency GNSS instruments (accuracy better than $5 \text{ mm} \pm 1 \text{ ppm}$); DGPS processing report with RMSE accuracy assessment

Final angle point data in UTM and MUTM — AP identification, coordinates, elevations, spans, deviation angles, crossing details, soil type, administrative boundaries, land use, forest type; KML format with complete attributes

D-Cards for each angle point — photograph, location details, XYZ coordinates (MUTM + UTM), landowner name where available, permanent landmark references; DGPS data in RINEX format; GPS observation log sheets (PDF + Excel)

Permanent monuments ($10 \text{ cm} \times 10 \text{ cm} \times 45 \text{ cm}$ concrete) at each angle point per Monumentation M15; GNSS spec sheet approved by Client before monumentation survey

LiDAR survey — raw data and processing report (within 20 of days data acquisition flight completion)

Camera and LiDAR specification approved by Client 15 days before field survey; flight plan approved; permissions from CAAN, Department of Survey, Ministry of Defence/Nepal Army, Ministry of Forest and Environment, Ministry of Home Affairs.

LiDAR acquisition — 250 m corridor (125 m each side of alignment); $\geq 4 \text{ pts/m}^2$ RGB coloured point cloud; 100 m buffer around each substation; GNSS base stations at 3–5 km intervals; calibration reports; flight mission report; GNSS check control point field report

Aerial photography — GSD $\leq 15 \text{ cm}$ ($\geq 50 \text{ MP}$ camera); forward overlap $\geq 60\%$; side lap $\geq 40\%$

Processed data — georeferenced LAS/LAZ point cloud (ground and non-ground classified); DSM and DTM at ≤ 0.5 m resolution; 0.15 m intensity mosaic; orthophoto mosaic at 15 cm GSD in GeoTIFF tiles; data processed inside Nepal in presence of Client; accuracy report (vertical RMSE $\leq \pm 15$ cm, horizontal $\leq \pm 10$ cm); metadata per ISO standard

Base maps, GIS data and profile drawings

Strip plan maps at 1:1000–1:2000 (250 m corridor); longitudinal profile at 1:200 or 1:400 showing ground undulation, spans, angle points, clearances; plan and profile drawings in AutoCAD or relevant software PLS-CADD; contour interval 0.5 m minor / 2.5 m major; 3 printed copies

GIS maps — final route in .shp, .kmz, .kml overlaid on topographic base; crossing/obstruction inventory (rivers, roads, T/L, buildings, forest) in GIS database and Excel

Feature code data Excel sheet per Table 4 (30 feature codes: GRD, RD, TRK, WTR, BNK, SLP, RCK, VTL, VSM, VGP, VCL, TWR, TWF, TLN, OPG, SUB, UTL, BLD, FNC, BRG, WAL, ROW, OBS, CRS_RD, CRS_WT, HGR, GCP, CHK, REF, AP and SP)

Coordinate Excel sheet — tower coordinates (UTM/MUTM), elevation, span length, angles, tower type; all deliverables in ESRI Shapefile, KMZ, GeoTIFF, LAS/LAZ, DWG, DXF on 4 TB hard drive

Tower spotting and sag-tension (integral to MS-2 scope)

Route alignment plans and profiles in Auto CAD or similar software PLS-CAD is highly preferred.; optimised tower locations; sag-tension calculations; sag template at plan/profile scale; sag curves for hot and cold conditions per international standards; wind and weight span verified at each location in field with RPGCL representative

Tower demarcation at actual construction locations with DGPS coordinates; substation location surveys (Humla 400/132 kV and Phukot bay extension)

Consultant must submit Draft final consolidate report before 20 days of final submittal.

Report on line routing and tower spotting — submitted and approved (3 hard copies + soft)

The Consultant shall submit all final consolidate reports within 15 days of completion of assignment and the submittals shall be scheduled accordingly in the submittal protocol.

Milestone 3: Design of Transmission Lines-25 %

Design criteria and design manual

Design Base Memorandum (DBM) — already approved at MS-1; detailed design manual per IEEE 1724 as primary standard; IEC 60826, ASTM, BS, CSA, VDE, IS for specific components; climate/weather data collection and analysis including isokeraunic data; loading zone determination for terrain with varying elevation and climate

Design parameters and criteria — conductor configuration, insulator types, wind velocity zones, altitude corrections, Nepal-specific conditions; full documentation, studies, design simulations supporting each parameter selection.

Profiling and tower scheduling in PLS-CADD or relevant software — normal and weight spans, minimum weight span for tangent tower, maximum single spans per tower type, statutory clearances, insulator strings, sag curves (hot and cold conditions)

Check survey (field verification, with RPGCL representative present)

Check survey after tower spotting — wind and weight span verified at each tower location in the field; ground verification; sufficient foundation area confirmed; demarcation of intermediate tower spots at actual construction locations

Consultant must submit Draft final consolidate report before 20 days of final submittal.

Final consolidated design report (3 hard copies + soft)

Complete design report — project description, salient features, all design input parameters for 400 kV D/C T/L; tower spotting/scheduling data from PLS-CADD; typical foundation design for bid purpose design criteria incorporation; sag tension chart; plan and profile with tower schedule at obligatory crossings; technical specifications and drawings for all components

The Consultant shall submit final consolidate reports within 15 days of completion of assignment and the submittals shall be scheduled accordingly in the submittal protocol.

Milestone 4: Preparation of BoQ of Transmission Line - 20%

Submission and approval of Report on cost estimation of the subprojects.

Other reports (if any) in accordance with the detailed task but not covered above.

Draft BoQ and cost estimate — prepared in close coordination with RPGCL; Bill of Material template for 400 kV towers from Client used as base; itemized under:

- a. Refer existing reference for relevant task, in Nepal.
- b. Typical foundation design quantities.
- c. Construction and Installation services

Final BoQ covering — civil works steel lattice towers (all types); conductors; shield wires and OPGW; insulators (disc, composite, string assemblies); line hardware and accessories; dampers as per Schedules which are divided into separate schedules as follows:

Schedule No. 1: Provisional Sum

Schedule No. 2: General Items

Schedule No. 3: Design Services

Schedule No. 4: Construction Items

Schedule No. 5: Installation and Other Services

Schedule No. 6: Operation & Maintenance (if any)

Schedule No. ...: (specify if any other schedule)

Schedule No. ...: Grand Summary (Schedule Nos. 1 to 6 or relevant number)

Rate analysis — major assumptions and item-wise narrative; recent market rates for each component with source references; value analysis basis for quantities and rates; necessary tools and equipment analyzed.

Consultant must submit Draft final consolidate report before 20 days of final submittal.

Any other reports in accordance with detailed task not covered in previous milestones

The Consultant shall submit all reports related within 15 days of completion of task and the submittals shall be scheduled accordingly in the submittal protocol.

Milestone 5: Preparation Cost Estimates of Transmission line project-15%

- Refer existing reference for relevant task, in Nepal.
- Reference price level of estimates
- Currency and exchange rates with referenced period
- Level of contingencies
- Level of inventories of materials and spares
- Scaling factors used for major equipment/items
- Status of engineering and design at time of estimate
- Rates and quantities on basis of value analysis
- Insurance, transportation, customs duty and taxes

Consultant must submit Draft final consolidate report before 15 days of final submittal.

Final Consolidate and Milestone based project report — all editable electronic files and hard copy with official stamp (DWG, DXF, .PLSCADD XYZ, .PLSCADD.XYZ.bak, KMZ/KML, XLS, CSV, DOC, SHP, MPK, LAS, TIF, and JPEG); 4 TB hard drive with all data and reports; all reports in English. The Consultant shall submit all reports related to the submittals shall be scheduled accordingly in the submittal protocol.

9. Payment Tables and Report Submittal Protocol

Table 11 final submittal and payment protocol

S.N.	Approval of Reports	Milestone	Payment %
1	Desk study Report (T+15 Days) T= Contract Effective Date	Milestone 1	10%
2	Final Consolidate report on Walk Over, Surface Geological, Mon umentation, DGPS and Detail Survey of Transmission Line. (T+195 Days)	Milestone 2	30%
3	Final Consolidate Design Report of Transmission line. (T+270 Days)	Milestone 3	25%
4	Final Consolidate BoQ Report of Transmission Line. (T+330 Days)	Milestone 4	20%
5	Final Consolidate report of Cost Estimates of Transmission Line. (T+410 Days)	Milestone 5	15%
		Total	100 %

10. Counterpart Support and Inputs Provided by RPGCL

RPGCL: RPGCL shall work in close collaboration with the consultant's team and be fully involved in all aspects of the consulting services. Both RPGCL and Consultant's teams shall work together as one single team in all matters related to the Project.

Administrative support for Consultant Team: If required by local regulations, RPGCL will provide Consultant with necessary support letters for obtaining permits for its experts. The cost and timing of obtaining the above is entirely the responsibility of the Consultant.

11. Other Terms and Conditions

- i. The Consultant has to make all arrangements to provide necessary accommodation / shelter to all its employees at their own cost.
- ii. The Consultant must possess required instruments/ devices for survey.
- iii. The Consultant shall be responsible to take all precautions to ensure safety of the public and his own personnel. Further, you will also be required to take and maintain all relevant insurances at your own cost. (As per Applicable laws and condition of Contract)
 - a) Professional Liability Insurance
 - b) Third party liability insurance.
 - c) Worker's compensation insurance in respect of Consultant's personnel.
 - d) Any other insurance for public & Consultant's personnel in accordance with the relevant provisions of the applicable land.
 - e) Insurance of all machines and equipment
- iv. The Consultant shall not employ any labour below 18 years.
- v. If any dispute arises on the interpretation of the order or execution of work, RPGCL will be sole arbitrator and his decision will be final and binding on both the parties.

12. Acceptance of Proposal

RPGCL reserves all rights to approve or disapprove any proposal without giving any reasons whatsoever.

PART II

Section 8. Conditions of Contract and Contract Forms

Foreword

1. Part II includes standard Contract forms for Consulting Services (a Lump-Sum Contract).
2. **Lump-Sum Contract:** This type of contract is used mainly for assignments in which the scope and the duration of the Services and the required output of the Consultant are clearly defined. Payments are linked to outputs (deliverables) such as reports, drawings, bill of quantities, bidding documents, or software programs. Lump-sum contracts are easier to administer because they operate on the principle of a fixed price for a fixed scope, and payments are due on clearly specified outputs and milestones. Nevertheless, quality control of the Consultant's outputs by the Client is paramount.

STANDARD FORM OF CONTRACT

Consultant's Services

**LUMP-SUM
FORM OF CONTRACT**

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Preface

1. The standard Contract form consists of four parts: the Form of Contract to be signed by the Client and the Consultant, the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC); and the Appendices.
2. The General Conditions of Contract shall not be modified. The Special Conditions of Contract that contain clauses specific to each Contract intend to supplement, but not over-write or otherwise contradict, the General Conditions.

CONTRACT FOR CONSULTANT'S SERVICES

Lump-Sum

Project Name _____

Contract No. _____

between

[Name of the Client]

and

[Name of the Consultant]

Dated: _____

I. Form of Contract

LUMP-SUM

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

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

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

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) the Client has received [or has applied for] a loan [or grant or financing] from the Donor Agency: toward the cost of the Services and intends to apply a portion of the proceeds of this [loan/grant/financing] to eligible payments under this Contract, it being understood that (i) payments by the Donor will be made only at the request of the Client and upon approval by the Donor; (ii) such payments will be subject, in all respects, to the terms and conditions of the [loan/grant/financing] agreement, including prohibitions of withdrawal from the [loan/grant/financing] account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Donor, is prohibited by the decision of the United Nations Security council taken under Chapter VII of the Charter of the United Nations; and (iii) no party other than the Client shall derive any rights from the [loan/grant/financing] agreement or have any claim to the [loan/grant/financing] proceeds;

[Note: Include Clause (c) only in case of donor-funded projects.]

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract;
 - (b) The Special Conditions of Contract;
 - (c) Appendices: : [**Note:** If any of these Appendices are not used, the words “Not Used” should be inserted next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.]
 - Appendix A: Terms of Reference
 - Appendix B: Key Experts

Appendix C: Breakdown of Contract Price

Appendix D: Form of Performance Guarantee and Advance Payments Guarantee

Appendix E: Medical Certificate

Appendix F: Minutes of Negotiation Meetings

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract; Appendix A; Appendix B; Appendix C; Appendix D; Appendix E and Appendix F.

Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
- (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

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

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

[Authorized Representative of the Client – name, title and signature]

For and on behalf of *[Name of Consultant or Name of a Joint Venture]*

[Authorized Representative of the Consultant – name and signature]

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

For and on behalf of each of the members of the Consultant

[Name of member]

[Authorized Representative]

[Name of member]

[Authorized Representative]

[add signature blocks for each member]

II. General Conditions of Contract

A. GENERAL PROVISIONS

1. Definitions	1.1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings: (a) “Applicable Guidelines” means the policies of the Development Partner (DP) governing the selection and Contract award process, in case of DP funded project. (b) “Applicable Law” means the laws and any other instruments having the force of law in Nepal as they may be issued and in force from time to time. (c) “Client” means <i>[procuring entity/the implementing/ executing]</i> agency that signs the Contract for the Services with the Selected Consultant. (d) “Consultant” means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract. (e) “Contract” means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices). (f) “Day” means a calendar day unless indicated otherwise. (g) “Development Partner (DP)” means the country/institution funding the project as specified in the SCC. (h) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 12. (i) “Experts” means, collectively, Key Experts, Non-Key Experts or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract. (j) “Foreign Currency” means any currency other than the currency of the Client’s country. (k) “GCC” means these General Conditions of Contract. (l) “Government” means the government of Nepal (GoN). (m) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract. (n) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant’s proposal. (o) “Local Currency” means the currency of Nepal (NPR).
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	(p) Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract. (q) “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them. (r) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written. (s) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto. (t) “Sub-consultants” means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract. (u) “Third Party” means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.
2. Relationship between the Parties	2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
3. Law Governing Contract	3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law of Nepal.
4. Language	4.1. This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
5. Headings	5.1. The headings shall not limit, alter or affect the meaning of this Contract.
6. Communications	6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC. 6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.
7. Location	7.1. The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government’s country or elsewhere, as the Client may approve.
8. Authority of Member in Charge	8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the Consultant’s rights and obligations towards the Client

	under this Contract, including without limitation the receiving of instructions and payments from the Client.
9. Authorized Representatives	9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SCC .
10. Corrupt and Fraudulent Practices	10.1 The GoN/DP requires compliance with its policy in regard to corrupt and fraudulent/prohibited practices as set forth in Attachment 1 to the GCC.
a. Commissions and Fees	10.2 The Client requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or the other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions and gratuities may result in termination of the Contract.
b. Prosecution under prevailing laws	10.3 The consultant shall be prosecuted for offenses under prevailing criminal laws, if the contractor: (i) Misuses the Advance Payment or payments received from the Employer; (ii) Receives payment by submitting false information or documents; (iii) Abandons the consulting services before completion; (iv) Commits a serious violation of the contract; or (v) Causes loss or damage to the Employer.

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

11. Performance Security	11.1 The Performance Security, as per ITB 30.2 shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount specified in the SCC, by a Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law in Nepal in accordance with the conditions of Contract using Sample Form for the Performance Security included in Section IX (Contract Forms), or another form acceptable to the Employer, and denominated in Nepalese Rupees. The Performance Security shall be valid until a date 30 days beyond the end of the Consultant's Contractual Liability. 11.2 The performance security issued by any foreign Bank outside Nepal must be counter guaranteed by Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law in Nepal. 11.3. The Performance security shall be forfeited; a) 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 consulting services is not of the specified quality as per the
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	contract, b) if convicted by a court of law in a criminal offence which disqualifies the consultant from participating in the assignment. c) if it is proved that the contract agreement signed by the Consultant was based on false or misrepresentation of consultant's qualification information, d) if the consultant fails to submit the professional liability insurance within the period stipulated in the contract.
12. Effectiveness of Contract	12.1 This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.
13. Termination of Contract for Failure to Become Effective	13.1 If this Contract has not become effective within such time period after the date of Contract signature as 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.
14. Commencement of Services	14.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC .
15. Expiration of Contract	15.1. Unless terminated earlier pursuant to Clause GCC 20 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC or such other time period as the Parties may agree in writing.
16. Entire Agreement	16.1 This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
17. Modifications or Variations	17.1 Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
18. Force Majeure	
a. Definition	18.1. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, 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, confiscation or any other action by Government agencies.

	18.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both, take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder. 18.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
b. No Breach of Contract	18.4 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.
c. Measures to be Taken	18.5. 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. 18.6. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure. 18.7. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fifteen (15) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
18A. Extension of Time (EoT)	18A.1 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. 18A.2. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either: (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this

	Contract and be reimbursed for additional costs reasonably and necessarily incurred.
	18A.3. The Consultant shall submit an application to the Client for extension of time, stating the causes for delay with supporting evidence within 21 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.
19. Suspension	19.1 The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its 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 Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.
20. Termination	20. 1 This Contract may be terminated by either Party as per provisions set up below:
a. By the Client	20.1.1 The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); and at least sixty (60) calendar days' written notice in case of the event referred to in (e): (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 19 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing; (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its 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 Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 49.1; (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

	(e) Notwithstanding the above, the Employer may terminate the Contract for convenience. (f) If the Consultant fails to furnish the professional liability insurance within 30 days from the date of signing of the contract agreement. 20.1.2 Furthermore, if the Client determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive [<i>or obstructive</i>] practices, in competing for or in executing the Contract, then the Client may, after giving fifteen (15) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.
b. By the Consultant	20.1.3 The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause. (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 49.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue. (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days. (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 49.1. (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.
c. Cessation of Rights and Obligations	20.1.4 Upon termination of this Contract pursuant to Clauses GCC 13 or GCC 20 hereof, or upon expiration of this Contract pursuant to Clause GCC 15, 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 24, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 27, and (iv) any right which a Party may have under the Applicable Law.
d. Cessation of Services	20.1.5 Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 20a or GCC 20b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly

	manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 29 or GCC 30.
e. Payment upon Termination	20.1.6 Upon termination of this Contract, the Client shall make the following payments to the Consultant: (a) payment for Services satisfactorily performed prior to the effective date of termination; and (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 20.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts. 20.1.7 If the Contract is terminated because of fundamental breach of Contract or for any other fault by the Consultant, the Client may: (a) withhold further payments to the Consultant until the costs of design, execution, completion and remedying of any defects, liquidated damages (if any), and all other costs incurred by the Employer, have been established, and/or (b) recover from the Consultant any losses and damages incurred by the Employer and additional costs of completing the consulting services, after allowing for any sum due to the Consultant, as Government dues. After recovering any such losses and damages and extra costs, the Client shall pay any balance to the Consultant. (c) forfeit the Performance Security. If the total amount due to the Client exceeds any payment due to the Consultant, the difference shall be a debt payable to the Employer.

C. OBLIGATIONS OF THE CONSULTANT

21. General	
a. Standard of Performance	21.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.

	21.2 The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services. 21.3 The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services. 21.4 After approval by the client, the consultant shall enter into a written agreement with the subconsultants, equipment suppliers, service providers, or other persons or entities clearly specifying the scope of work, responsibilities quality requirements, duration, payment terms, security, labor-related obligations, and conditions relating to performance of the contract. 21.5 The consultant shall provide the Client with details of the payments made to the subconsultants, equipment suppliers, service providers, or other persons or entities engages under GCC Clause 21.3. 21.6 If the consultant is found not to have made payment to the subconsultants, equipment suppliers, service providers, or other persons or entities engaged in accordance with the terms of the agreement, the Client may determine the amount payable to such subcontractor, material suppliers, equipment suppliers, service providers, or other persons or entities and make payment to them from any remaining dues to be paid to the consultant, retention money, or forfeited performance security.
b. Law Applicable to Services	21.7 The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law. 21.8 Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when (a) as a matter of law or official regulations, Client's country prohibits commercial relations with that country; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Client's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country. 21.9 The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.
22. Conflict of Interests	22.1 The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

a. Consultant Not to Benefit from Commission, Discounts, etc.	22.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 40 through 46) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 22.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment. 22.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with any applicable procurement guidelines as per the prevailing Public Procurement Act and Regulations of the GoN (or of the Donors/funding agencies) and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.
b. Consultant and Affiliates Not to Engage in Certain Activities	22.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, 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.
c. Prohibition of Conflicting Activities	22.1.4 The Consultant shall not engage, and shall cause their Personnel as well as its Sub-consultants and their Personnel not to engage, either directly or indirectly, in any of the following activities: a. during the term of this Contract, any business or professional activities in Nepal which would conflict with the activities assigned to them under this Contract; and b. after the termination of this Contract, such other activities as may be specified in the SCC
d. Strict Duty to Disclose Conflicting Activities	22.1.5 The Consultant has an obligation and shall ensure that its Personnel and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the termination of its Contract.
23. Conduct of Consultants	23.1 The Consultant shall be responsible to fulfill his obligations as per the requirement of the Contract Agreement, RFP documents and GoN's Procurement Act and Regulations. 23.2 The consultant shall not carry out or cause to carry out the following acts with an intention to influence the implementation of the procurement process or the contract agreement : (i) give or propose improper inducement directly or indirectly, (ii) distortion or misrepresentation of facts

	(iii) engaging or being involved in corrupt or fraudulent practice (iv) Interference in participation of other prospective consultants. (v) coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceedings, (vi) collusive practice among consultants before or after submission of proposals for distribution of works among consultants or fixing artificial/uncompetitive proposal price with an intention to deprive the Client the benefit of open competitive proposal price. (vii) contacting the Client with an intention to influence the Client with regards to the proposals or interference of any kind in examination and evaluation of the proposals during the period after opening of proposals up to then notification of award of contract
24. Confidentiality	24.1 The Consultants, their Sub-consultants, and the Personnel of either of them shall not, either during the term or 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.
25. Liability of the Consultant	25.1 Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be as determined under the Applicable Law.
26. Insurance to be Taken out by the Consultant	26.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage 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. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 14. 26.2 The Consultant shall take out and maintain professional liability insurance within 30 days of signing of the contract agreement. 26.3 The insurance shall cover the professional risks and liabilities arising from any error, omission, deficiency, negligence, or breach of professional liability committed while providing professional services such as study, survey, research, testing, design, calculation, drawing, specification, report preparation, supervision, certification or recommendation, or while carrying out works relating to the demolition, improvement, or reconstruction of an affected structure or any part thereof, or while providing any other professional services.
27. Accounting, Inspection and Auditing	27.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and

	records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs. 27.2. The Consultant shall permit and shall cause its Sub-consultants to permit, the Client/DP and/or persons appointed by the Client/DP to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Client/DP if requested by the Client/DP. The Consultant's attention is drawn to Clause GCC 10 which provides, inter alia, that acts intended to materially impede the exercise of the Client/DP's inspection and audit rights provided for under this Clause GCC 27.2 constitute a prohibited practice subject to contract termination.
28. Reporting Obligations	27.1 The Consultant shall submit to the Client the reports and documents specified in Appendix A, in the form, in the numbers and within the time periods set forth in the said Appendix.
29. Proprietary Rights of the Client in Reports and Records	29.1 Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client. 29.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.
30. Equipment, Vehicles and Materials	30.1 Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

	30.2 Any equipment or materials brought by the Consultant or its Experts into the Client's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.
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D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

31. Description of Key Experts	31.1 The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Consultant's Key Experts are described in Appendix B .
32. Replacement of Key Experts	32.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts. 32.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.
33. Removal of Experts or Sub-consultants	33.1 If the Client finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determine that Consultant's Expert of Sub-consultant have engaged in corrupt, fraudulent, collusive, coercive <i>[or obstructive]</i> practice while performing the Services, the Consultant shall, at the Client's written request, provide a replacement. 33.2 In the event that any of Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement. 33.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client. 33.4 The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.

E. OBLIGATIONS OF THE CLIENT

34. Assistance and Exemptions	34.1 Unless otherwise specified in the SCC, the Client shall use its best efforts to: (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services. (b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit
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	visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract. (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents. (d) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services. (e) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country. (f) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services. (g) Provide to the Consultant any such other assistance as may be specified in the SCC.
35. Access to Project Site	35.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.
36. Change in the Applicable Law Related to Taxes and Duties	36.1 If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GCC 40.1.
37. Services, Facilities and Property of the Client	37.1 The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (Appendix A) at the times and in the manner specified in said Appendix A.

38. Counterpart Personnel	38.1 The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in Appendix A. 38.2 If counterpart personnel are not provided by the Client to the Consultant as and when specified in Appendix A, the Client and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultant as a result thereof pursuant to Clause GCC 40.2 38.3 Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.
39. Payment Obligation	39.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant for the deliverables specified in Appendix A and in such manner as is provided by GCC F below.

F. PAYMENTS TO THE CONSULTANT

40. Contract Price	40.1 The Contract price is fixed and is set forth in the SCC. The Contract price breakdown is provided in Appendix C. 40.2 Any change to the Contract price specified in Clause 40.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 17 and have amended in writing the Terms of Reference in Appendix A.
41. Taxes and Duties	41.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract.
42. Currency of Payment	42.1 Any payment under this Contract shall be made in the currency (ies) specified in the SCC.
43. Mode of Billing and Payment	43.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 40.1.
	43.2 The payments under this Contract shall be made in lump-sum installments against deliverables specified in Appendix A. The payments will be made according to the payment schedule stated in the SCC. 43.2.1 <i>Advance payment:</i> Unless otherwise indicated in the SCC, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the SCC in a separate bank account maintained for the contract. Such guarantee (i) is to remain

	effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in Appendix D, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal portions against the lump-sum installments specified in the SCC until said advance payments have been fully set off. The validity of the bank guarantee under this sub-clause shall be at least 30 days beyond the end of the intended completion date. The consultant shall submit the list of activities for which the Advance Payment for mobilization is to be used along with their time schedules. If the advance provided under this clause is not repaid due to non-performance of the works under the contract, by the consultant within the time period specified in the Contract, the client shall recover the advance by enforcing the bank guarantee as provided under this clause, and shall also recover interest on the advance amount from the consultant at a rate stated in SCC. 43.2.2 <u>The Lump-Sum Installment Payments.</u> The Client shall pay the Consultant within sixty (60) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. 43.2.3 <u>The Final Payment</u> .The final payment under this Clause shall be made only after the final report have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the Client. The last lump-sum installment shall be deemed approved for payment by the Client within ninety (90) calendar days after receipt of the final report by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. 43.2.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC. 43.2.5 With the exception of the final payment under 43.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder.
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44. Retention	44.1. The Client shall retain from each payment due to the Consultant the proportion stated in the SCC until Completion of the whole of the Works. 44.2. One half the total amounts retained shall be repaid to the Consultant at the time of the payment of the Final Bill pursuant to GCC Clause 43.2.3 and the remaining half shall be paid to the consultant within 15 days after submission of document issued by the concerned Internal Revenue Office that the consultant has submitted his Income Returns.
45. Interest on Delayed Payments	45.1. If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 43.2.2, interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.
46. Liquidated Damages	46.1. The Consultant shall pay liquidated damages to the Client at the rate per day stated in the SCC for each day that the completion of services is later than the Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. Beyond this limit the contract may be terminated by the Client. The Client may deduct liquidated damages from any payments due to the Consultant. Payment of liquidated damages shall not affect the Consultant's liabilities.

G. FAIRNESS AND GOOD FAITH

47. Good Faith	47.1 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.
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H. SETTLEMENT OF DISPUTES

48. Amicable Settlement	48.1 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. 48.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fifteen (15) days after receipt. If that Party fails to respond within fifteen (15) days, or the dispute cannot be amicably settled within fifteen (15) days following the response of that Party, Clause GCC 49.1 shall apply.
49. Dispute Resolution	49.1 Any dispute between the Parties arising under or related to this Contract that 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 by either Party to the adjudication/arbitration in accordance with the provisions specified in the SCC.

I. BLACKLISTING

50. Blacklisting	50.1 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. a) if it is proved that the consultant committed acts pursuant to GCC 23.2, b) if the Consultant fails to sign an agreement pursuant to Information to Consultants Clause 30.3, 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 consultant from participating in the assignment. 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) if the consultant fails to submit the professional liability insurance within the period stipulated in the contract. 50.2 A Consultant declared blacklisted and ineligible by the Public procurement Office, and or concerned Donor Agency in case of donor funded project, shall be ineligible to participation the selection process during the period of time determined by the PPMO, and or the concerned donor agency.
51. Social Security Fund	51.1 The consultant shall enroll the laborers, employees, or other workforce engaged in such work in the Social Security Fund in accordance with prevailing laws. 51.2 The consultant shall be responsible for disbursing the remuneration, benefits, and other payments of the laborers, employees, or workforce into the bank account of the concerned individual. 51.3 The consultant shall be responsible for ensuring that the required work permit has been obtained in accordance with prevailing laws in respect of foreign personnel.

III. Special Conditions of Contract

[Notes in brackets are for guidance purposes only and should be deleted in the final text of the signed contract]

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
6.1 and 6.2	The addresses are: Client : Rastriya Prasaran Grid Company Limited Butwal Power Company Limited Building, 5th Floor, Buddhanagar, Kathmandu Attention : Krishna Raj Khanal, Project Manager E-mail :_ krishnakhanal@rpgcl.com Consultant : _____ Attention : _____ Facsimile : _____ E-mail (where permitted) : _____
	<i>[Note: If the Consultant consists only of one entity, state “N/A”;</i> <i>OR</i> <i>If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC 6.1 should be inserted here.]</i> The Lead Member on behalf of the JV is _____ _____ [insert name of the member]
9.1	The Authorized Representatives are: For the Client: [name, title] _____ For the Consultant: [name, title] _____
11.1	The Performance Security amount is: <i>[Insert five percent (5%) of the Bid Amount (without VAT but including PS)]</i>
13.1	Termination of Contract for Failure to Become Effective: The time period shall be: 60 days
14.1	Commencement of Services: The number of days shall be: 10 days

	Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.
15.1	Expiration of Contract: The time period shall be: 14 Months
22 b.	The Client reserves the right to determine whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 22.1.3
25.1	The Consultant's Liability towards the Client: (a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant 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 (i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services; (ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Applicable Law of the Client's country.
26.1	The insurance coverage against the risks shall be as follows: [Note: Delete what is not applicable except (a)]. (a) Professional liability insurance, with a minimum coverage of <i>Contract amount</i> NOTE: The duration shall not be less than; 1. <i>The contractual liability period</i> 2. <i>The end of implementation of consulting service</i>

	(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage <i>in accordance with the applicable law in the Client's country</i>; (c) Third Party liability insurance, with a minimum coverage <i>in accordance with the applicable law in the Client's country</i>; (d) employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and (e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.
29.1	
29.2	The Consultant shall not use these plans, drawing, data, design database, specifications and all documents for purposes unrelated to this Contract without the prior written approval of the Client
34.1 (a) through (f)	The consultant shall acquire and pay for all permits, approvals and licenses for the performance of the contract.
34.1(g)	
40.1	The Contract price is: _____ [insert amount and currency for each currency] [indicate: inclusive or exclusive] of Value Added Tax (VAT). VAT chargeable in respect of this Contract for the Services provided by the Consultant shall [insert as appropriate: "be paid" or "reimbursed"] by the Client [insert as appropriate: "for" or "to"] the Consultant.
41.1	Nepalese Rupees
42.2	The payment schedule:

	S.N.	Approval of Reports	Milestone	Payment %
	1	Desk study Report (T+15 Days) T= Contract Effective Date	Milestone 1	10%
	2	Final Consolidate report on Walk Over, Surface Geological, Mon umentation, DGPS and Detail Survey of Transmission Line. (T+195 Days)	Milestone 2	30%
	3	Final Consolidate Design Report of Transmission line. (T+270 Days)	Milestone 3	25%
	4	Final Consolidate BoQ Report of Transmission Line. (T+330 Days)	Milestone 4	20%
	5	Final Consolidate report of Cost Estimates of Transmission Line. (T+410 Days)	Milestone 5	15%
		Total		100 %
42.2.1	The following provisions shall apply to the advance payment and the advance bank payment guarantee: (1) An advance payment: Not Applicable (2) The advance payment bank payment guarantee shall be in the amount and in the currency of the currency(ies) of the advance payment.: Not Applicable			
42.2	The accounts are: For local currency: <i>Nepales Rupees</i>			
43.1	The proportion of payments retained is: 5%			
44.1	The interest rate is: Not Applicable			
45.1	The liquidated damage is: 0.05% per day. The maximum amount of liquidated damages is: 10% of the sum stated in the Agreement.			

48.1	(b) Contracts with domestic consultants: Arbitration shall be conducted in accordance with Nepal Arbitration Act. The place of Arbitration shall be <i>Kathmandu</i>.
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IV. Appendices

APPENDIX A – TERMS OF REFERENCE

[Note: This Appendix shall include the final Terms of Reference (TORs) worked out by the Client and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements and list of deliverables against which the payments to the Consultant will be made; Client's input, including counterpart personnel assigned by the Client to work on the Consultant's team; specific tasks or actions that require prior approval by the Client.

Insert the text based on the Section 7 (Terms of Reference) of the ITC in the RFP and modified based on the Forms TECH-1 through TECH-5 in the Consultant's Proposal. Highlight the changes to Section 5 of the RFP]

APPENDIX B - KEY EXPERTS

[Insert a table based on Form TECH-6 of the Consultant's Technical Proposal and finalized at the Contract's negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]

[Specify Hours of Work for Key Experts: List here the hours of work for Key Experts; travel time to/ from the Client's country; public holidays etc. Make sure there is consistency with Form TECH-6. In particular: one month equals twenty five (25) working (billable) days. One working (billable) day shall be not less than seven (7) working (billable) hours (total 40 hours a week).]

APPENDIX C – BREAKDOWN OF CONTRACT PRICE

{Insert the table with the unit rates to arrive at the breakdown of the lump-sum price. The table shall be based on [*Form FIN-3 and FIN-4*] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [*Form FIN-3 and FIN-4*] at the negotiations or state that none has been made.}

Model Form I
Breakdown of Agreed Fixed Rates in Consultant's Contract

We hereby confirm that we have agreed to pay to the Experts listed, who will be involved in performing the Services, the basic fees and away from the home office allowances (if applicable) indicated below:

(Expressed in [insert name of currency])*

Experts		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration rate per Working Month/Day/Year	Social Charges ¹	Overhead ¹	Subtotal	Profit ²	Away from Home Office Allowance	Agreed Fixed Rate per Working Month/Day/Hour	Agreed Fixed Rate per Working Month/Day/Hour ¹
Home Office									
Work in the Client's Country									

¹ Expressed as percentage of 1

² Expressed as percentage of 4

* If more than one currency, add a table

Signature

Date

Name and Title: _____

APPENDIX D - FORM OF PERFORMANCE GUARANTEE

[See Clause GCC 11.1]

Performance Security
(On letterhead paper of the Bank)

..... **Bank's Name, and Address of Issuing Branch or Office**
.....

Beneficiary:**[insert Name and Address of Employer]**.....

Date:

Performance Guarantee No.:.....

We have been informed that ... **... [insert name of the Consultant, which in the case of a joint venture shall be the name of the joint venture]** (hereinafter called "the Consultant") has been notified by you to sign the Contract No. **[insert reference number of the Contract]**, for the execution of **[insert name of contract and brief description of consulting services]** (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Consultant, we... **. [insert name of the Bank]**, hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of Nepalese Rupees.....**[insert amount in figures*and amount in words]**..... such sum being payable in Nepalese Rupees, upon receipt by us of your first demand in writing accompanied by a written statement stating that the consultant is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the.....**[insert day]**.Day of**[insert month, year]**, **, and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG), 2010 Revisions, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

.....

Seal of Bank and Signature(s)

Note:

All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.

** The Guarantor shall insert an amount representing the percentage of the Contract Price specified in the Contract in Nepalese Rupees.*

*** Insert the date thirty days after the date specified for the intended completion period. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.*

APPENDIX D - FORM OF ADVANCE PAYMENTS GUARANTEE

[See Clause GCC 43.2.1]

Bank Guarantee for Advance Payment

Guarantor: _____ *[insert commercial Bank's Name, and Address of Issuing Branch or Office]*

Beneficiary: _____ *[name and address of Client]*

Date: _____ *[insert date]*

ADVANCE PAYMENT GUARANTEE No.: _____ *[insert number]*

We have been informed that _____ *[name of Consultant or a name of the Joint Venture, same as appears on the signed Contract]* (hereinafter called "the Consultant") has entered into Contract No. _____ *[reference number of the contract]* dated _____ *[insert date]* with the Beneficiary, for the provision of _____ *[brief description of Services]* (hereinafter called "the Contract").

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

At the request of the Consultant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ *[amount in figures]* () *[amount in words]*⁴¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's written statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Consultant is in breach of their obligation under the Contract because the Consultant has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Consultant has failed to repay.

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

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in certified statements or invoices marked as "paid" by the Client which shall be presented to us. This guarantee shall expire, at

⁴¹ The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Client.

the latest, upon our receipt of the payment certificate or paid invoice indicating that the Consultant has made full repayment of the amount of the advance payment, or on the __ day of _____ [month], _____ [year],⁵² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 revision, ICC Publication No. 758.

[signature(s)]

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

⁵² Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Client might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Client’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”

APPENDIX E – MEDICAL CERTIFICATE

APPENDIX F –MINUTES OF NEGOTIATION MEETINGS