



Government of Nepal
Ministry of Urban Development
Department of Local Infrastructure (DOLI)
Local Infrastructure Development Project Office (LIDPO)
Sudurpashchim Province, Dhangadi, Kailali

Notice for Shortlisted Consultants

Published Date: 2080/10/11

Government of Nepal, Ministry of Urban Development, Department of Local Infrastructure, Local Infrastructure Development Project Office (LIDPO), Dhangadhi has shortlisted the following consultants/ JV of consultants as per the notice of invitation for **Expression of Interest (EOI)** published on 5th November, 2023 for "Walkover Survey, Prioritization and Detail Engineering Survey, Soil Investigation, Detail Design and Report Preparation of the Bridges of Package-1 and Package-2".

S No.	Name of Firm/JV for Package 1	S No.	Name of Firm/JV for Package 2
1	NREC-DEC-BMCL JV, Khumaltar-14, Lalitpur	1	CARD, PESO-TRINETRA JV , 385-Basanta marga, Babarmahal-11, Kathamndu
2	GEC-FBC-GCA JV, Kathamndu-01	2	SILT-MALLA-CLEC JV , Mid Baneshwor-10, Kalanki-14, Kathmandu
3	Pnet-RIDC JV, Kupondole, Lalitpur	3	NATIONAL-FIDA_NERAMS JV, Maipi, Shamakhusu-14, Kathamndu
4	ED Consult-DRS, Jwagal, Lalitpur	4	SITARA-ENGINEERS WORLD-INTERFACE JV, Chakupat, Patan, Lalitpur
5	TAEC Consult Pvt. Ltd. -COEMANCO-Nepal (P) Ltd-Dynamic Resource Management Services Pvt. Ltd., Shankhamul, Kathmandu	5	CIAS-SLAB-MSE JV , Chakupat, Patan, Lalitpur
6	GLOBAL-INCLUSIVE -AZAD JV, Kathmandu	6	Unique Engineering Consultancy Pvt. Ltd. Jwagal-10, Lalitpur

The Shortlisted consultants are mailed with attachment of RFP document from LIDPO, Dhangadhi, or can download from www.doli.gov.np. Proposals must be submitted **on or before 12:00 hours of 2080/10/26 in office of LIDPO, Dhangadhi**. The details are given in RFP and for further information please contact to LIDPO, Dhangadhi.

SELECTION OF CONSULTANTS

REQUEST FOR PROPOSALS

RFP No.: (LIDPO /DHANGADHI/EOI/MB/RFP-2080-081/02)

Project Name: Walkover Survey, Prioritization and Detail Engineering Survey, Soil Investigation, Detail Design and Report Preparation of the Bridges of Package 2

**Office Name: Local Infrastructure Development
Project Office(LIDPO)
Sudurpashchim Province, Dhangadi, Kailali**

Issued on: 2080/10/11

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PART I

Section 1. Letter of Invitation

RFP No: (LIDPO /DHANGADHI/EOI/MB/RFP-2080-081/02)

Contract no: As mentioned in RFP notice

Date: 2080/10/11

Dear Mr./Ms.:

1. **Government of Nepal** has allocated fund and intends to apply a portion of this fund to eligible payments under this Contract for which this Request for Proposals is issued.

The Client now invites proposals to provide the following consulting services (hereinafter called "Services"): **Walkover Survey, Prioritization and Detail Engineering Survey, Soil Investigation, Detail Design and Report Preparation of the Bridges of Package 2.** More details on the Services are provided in the Terms of Reference (Section 7).

2. This Request for Proposals (RFP) has been addressed to the following shortlisted Consultants:
As mentioned in RFP notice.
3. 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.
4. A firm will be selected under **Quality and Cost based selection (QCBS)** and procedures described in this RFP.
5. The RFP includes the following documents:
 - Section 1 - Letter of Invitation
 - Section 2 - 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
6. Please inform us by in writing at Local Infrastructure Development Project Office, Dhangadhi, Kailali, Sudurpashchim Province.
 - (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).
7. Details on the proposal's submission date, time and address are provided in Clauses 17.8 of the ITC.

Yours sincerely,

Office Chief
Local Infrastructure Development Project Office
Dhangadhi, Kailali, Sudurpashchim Province.

Section 2. Instructions to Consultants and Data Sheet

A. General Provisions

<p>1. Definitions</p>	<p>(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.</p> <p>(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.</p> <p>(c). “Borrower [or Recipient or Beneficiary]” means the Government, Government agency or other entity that signs the financing [or loan/credit/grant/project] agreement with the Development Partner.</p> <p>(d). “Client” means the <i>[procuring entity/implementing/ executing agency]</i> that signs the Contract for the Services with the selected Consultant.</p> <p>(e). “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.</p> <p>(f). “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).</p> <p>(g). “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.</p> <p>(h). “Day” means a calendar day.</p> <p>(i). “Development Partner (DP)” means the country/institution funding the project as specified in the Data Sheet.</p> <p>(j). “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).</p> <p>(k). “Government” means the government of the Nepal.</p> <p>(l). “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.</p> <p>(m). “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.</p> <p>(n). “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.</p> <p>(o). “LOI” (Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants.</p>
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	<p>(p). “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> <p>(q). “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.</p> <p>(r). “RFP” means the Request for Proposals prepared by the Client for the selection of Consultants, based on the SRFP.</p> <p>(s). “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.</p> <p>(t). “Services” means the work to be performed by the Consultant pursuant to the Contract.</p> <p>(u). “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.</p> <p>(v). “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.</p>
<p>2. Introduction</p>	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>
<p>3. Conflict of Interest</p>	<p>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.</p> <p>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.</p> <p>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:</p>
<p>a. Conflicting activities</p>	<p>(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</p>

	<p>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.</p>
<p>b. Conflicting assignments</p>	<p>(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.</p>
<p>c. Conflicting relationships</p>	<p>(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.</p>
<p>4. Unfair Competitive Advantage</p>	<p>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.</p>
<p>5. Corrupt and Fraudulent Practices</p>	<p>5.1 The GoN/DP requires compliance with its policy in regard to corrupt and fraudulent/prohibited practices as set forth in Section 6.</p> <p>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.</p> <p>5.3 Consultants shall be aware of the provisions on fraud and corruption stated in Clause GCC 10.1.</p>
<p>6. Eligibility</p>	<p>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.</p> <p>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.</p> <p>6.3 As an exception to the foregoing Clauses 6.1 and 6.2 above:</p>

a. Sanctions	6.3.1 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. The list of debarred firms and individuals is available at the electronic address specified in the Data Sheet .
b. Prohibitions	6.3.2 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, the Borrower's Country 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	6.3.3 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 English language.
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).
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.

	<p>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.</p> <p>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.</p>
<p>a. Extension of Validity Period</p>	<p>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.</p> <p>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.</p> <p>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.</p>
<p>b. Substitution of Key Experts at Validity Extension</p>	<p>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.</p> <p>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.</p>
<p>c. Sub-Contracting</p>	<p>12.9 The Consultant shall not subcontract the whole of the Services unless otherwise indicated in the Data Sheet.</p>
<p>13. Clarification and Amendment of RFP</p>	<p>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:</p> <p>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.</p> <p>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.</p>

	<p>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.</p>
<p>14. Preparation of Proposals – Specific Considerations</p>	<p>14.1 While preparing the Proposal, the Consultant must give particular attention to the following:</p> <p>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.</p> <p>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.</p> <p>14.1.3 If stated in the Data Sheet, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the Data Sheet) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the Data Sheet.</p> <p>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.</p>
<p>15. Technical Proposal Format and Content</p>	<p>15.1 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.</p> <p>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.</p>
<p>16. Financial Proposal</p>	<p>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.</p>
<p>a. Price Adjustment</p>	<p>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.</p>
<p>b. Taxes</p>	<p>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.</p>
<p>c. Currency of</p>	<p>16.4 The Consultant may express the price for its Services in the currency</p>

Proposal	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, Marking and of Proposals	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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]."</p> <p>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."</p> <p>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]".</p> <p>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.</p>

	<p>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.</p>
<p>18. Confidentiality</p>	<p>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.</p> <p>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.</p> <p>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.</p>
<p>19. Opening of Technical Proposals</p>	<p>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.</p> <p>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.</p>
<p>20. Proposals Evaluation</p>	<p>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.</p> <p>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.</p>
<p>21. Evaluation of Technical Proposals</p>	<p>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</p>

	<p>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.</p> <p>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.</p> <p>21.3 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such firm's or JV proposal shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.</p>
<p>22. Financial Proposals for QBS</p>	<p>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.</p> <p>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.</p> <p>22.3 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such firm's or JV proposal shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.</p>
<p>23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)</p>	<p>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.</p> <p>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.</p> <p>These Financial Proposals shall be then opened, and the following information will be recorded:</p>

		<p>(a) Name and address ,</p> <p>(b) Proposed service charge,</p> <p>(c) Discount offered, if any;</p> <p>(d) Description of the discrepancies, if any, between figure and words,</p> <p>(e) Whether the financial proposal is signed or not by authorized representative of consultant,</p> <p>(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,</p> <p>(g) Other necessary matters considered appropriate by the Public Entity</p> <p>23.3 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such firm's or JV proposal shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.</p>
24. Correction Errors	of	<p>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.</p>
a. Time-Based Contracts		<p>24.1.1 If a Time-Based contract form is included in the RFP, the Client's evaluation committee will (a) correct any computational or arithmetical errors, (b) adjust the discount offered, if any, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.</p>
b. Lump-Sum Contracts		<p>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.</p>
25. Taxes		<p>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.</p> <p>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.</p>
26. Conversion to Single Currency	to	<p>26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date</p>

	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.

<p>c. Financial negotiations</p>	<p>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.</p> <p>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.</p> <p>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.</p>
<p>29. Conclusion of Negotiations</p>	<p>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.</p> <p>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.</p>
<p>30. Award of Contract</p>	<p>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.</p> <p>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.</p> <p>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.</p> <p>30.4 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.</p> <p>30.5 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such firm's or JV proposal shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.</p>
<p>31. Request for Information/ Complaints</p>	<p>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</p>

	<p>complaint to the 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.</p> <p>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 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.</p> <p>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.</p> <p>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.</p> <p>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 Review Committee within 7 days.</p> <p>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 review committee.</p>
<p>32. Conduct of Consultants</p>	<p>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.</p> <p>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:</p> <ol style="list-style-type: none"> 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,

	<ul style="list-style-type: none"> 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
<p>33. Blacklisting</p>	<p>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:</p> <ul style="list-style-type: none"> 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. <p>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.</p> <p>The list of debarred firms is available at the electronic address specified in the Data Sheet.</p>

E. Data Sheet

A. General	
ITC Clause Reference	
1(i)	Development Partner (DP) is: N/A
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: Local Infrastructure Development Project Office (LIDPO), Sudurpashchim Province, Dhangadhi, Kailali. Method of selection: Quality and Cost based selection (QCBS)
2.2	Financial Proposal to be submitted together with Technical Proposal : Yes The name of the assignment is: Walkover Survey, Prioritization and Detail Engineering Survey, Soil Investigation, Detail Design and Report Preparation of the Bridges of Package 2 Contract identification number: As mentioned in RFP notice
2.3	A pre-proposal conference will be held : No
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	
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 <u>PPMO Web Site</u>
B. Preparation of Proposals	
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

	<p>(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</p> <p>Proof of legal status establish Consultant's legal capacity to enter into binding and enforceable contracts and may be supported by:</p> <ul style="list-style-type: none"> • A Copy of Company/Consultancy Firm Registration Certificate with updated renewed from concerned authority • A Copy of VAT/PAN Registration Certificate • A Copy of Tax Clearance Certificate of F.Y. 2079/80 or time extension. • Separate Sealed Technical Proposal as per given format. • Separate Sealed Financial proposal including VAT (As per given format) Signed CV of the proposed Human Resources for the task.
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	<p>Clarifications may be requested no later than 10 days prior to the submission deadline.</p> <p>The contact information for requesting clarifications is: Local Infrastructure Development Project Office, Dhangadhi, Kailali, Sudurpashchim Province. Phone no.:091-410024 E-mail : lidposudurpashchim@gmail.com</p>
14.1.1	Shortlisted Consultants may associate with (a) non-shortlisted consultant(s): NA
14.1.2	Estimated total cost of the assignment: Not Applicable
14.1.3 for time-based contracts only	Not Applicable.
14.1.4 and 27.2 use for Fixed	The total available budget for this Fixed-Budget assignment is: Not Applicable.

Budget method	
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: The Financial Proposal should state local costs in 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. Both proposal should be enclosed in one outer envelope clearly marked with the name of assignment as “Walkover Survey, Prioritization and Detail Engineering Survey, Soil Investigation, Detail Design and Report Preparation of the Bridges of Package 2” , Contract identification no.
17.8	The Proposals must be received at the address below no later than: Date: 2080/10/26 Time: 12.00 hrs. The Proposal submission address is: Local Infrastructure Development Project Office, Sudurpashchim Province, Dhangadhi, Kailali.
19.1	An online option of the opening of the Technical Proposals is offered: No The opening shall take place at: “same as the Proposal submission address” Date: 2080/10/26 Time: 13.00 hrs.
19.2	In addition, the following information will be read aloud at the opening of the Technical Proposals: Confirmation that invitation to submit proposal was not transferred to another party. “Financial proposal is sealed or not”
21.1	The evaluation criteria, sub-criteria, and point system for the evaluation are: <u>Points</u> (i) Experience of the consultants (as a firm) related to the assignment [25 marks]

Experience in relevant work maximum 25 marks

Firms are required to attach the notarized work completion certificates.

Note: Firms are required to attest the documents immediately after the proposed formats. Haphazard attesting of document shall not be entertained and not included in evaluation.

(ii) Work Approach and Methodology [25 Points]

- a. *Understanding of ToR: Based on the submitted proposal, Comments or suggestions on ToR and services. (5 Points)*
- b. *Methodology for completion of assignment: The consultants proposed sequential and pragmatic approach and methodology for completion of assignment shall be evaluated. (12 Points)*
- c. *Proposed work plan and management plan: Sequential, doable and timely completion presented work schedule, manning schedule with key and support experts, preferably computer applied program based, shall be evaluated, management plan with key and support experts for the completion of the work (8 Points).*

(iii) Innovativeness and Technology transfer [5 Points]

Consultants proposed innovativeness for completion of assignment and technology transfer shall be evaluated. (5 Points)

Note: Firms are required to attest the documents immediately after the proposed formats. Haphazard attesting of document shall not be entertained and not included in evaluation.

(iv) Qualifications and Experience of the key staff for the Assignment [45Points]

{Notes to Consultant: each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant}

- a. *Bridge/ Structural engineer (Team leader): (15 pts=5pt for qualification and 10pt for Experience)*
- b. *Environmentalist/ Forestry Specialist/ Ecologist: (6 pts=2 pt for qualification and 4 pt for Experience)*
- c. *Geologist/Engineering Geologist/Geo-Tech Engineer (7 pts=2.5 points for qualification and 4.5 pt for Experience)*
- d. *Road/Highway Engineer (6 pts=2pt for qualification and 4pt for Experience)*
- e. *Hydrologist (7 pts=2.5pt for qualification and 4.5pt for Experience)*
- f. *Surveyor/ Sub engineers (4 pts for 2 nos=1.5pt for qualification and 2.5pt for Experience)*

Experience

- a. **1. Team Leader (Bridge /Structural engineer):** MSc. in Bridge/Structural engineering with ≥ 10 years of general experience and specific experience of atleast 5 years in detail engineering design of motorable bridges.
- b. **Environmentalist/ Forestry Specialist/ Ecologist:** Masters in environmental science/Environmental engineering or equivalent with ≥ 10 years of general experience and specific

	<p>experience of atleast 3 years in similar assignment</p> <p>c. Geologist/Engineering Geologist/Geo-Tech Engineer: MSc. in Geology/Geotechnical engineering with 10 years of general experience and specific experience of atleast 3 years in geotechnical investigation and foundation design of motorable bridges.</p> <p>d. Road /Highway Engineer : MSc. in Transportation engineering or equivalent with 10 years general experience and specific experience of atleast 3 years in detail engineering survey and design of road /motorable bridges.</p> <p>e. Hydrologist : MSc. in Hydrology/Water resource engineering with 10 years of general experience and specific experience of 3 years in hydrological analysis of motorable bridges.</p> <p>φ. Surveyer/Sub-Engineer (2 Nos): Diploma in Civil Engineering or intermediate with senior surveyor's training with 5 years of general experience and 3 years of specific experience in detail engineering survey of motorable bridges.</p> <p><i>Firms should submit the CV of resource persons in prescribed format.</i></p> <p><i>All the signed CVs must be supported with the required academic certificates including transcript and NEC registration certificate.</i></p> <p>Note: Firms are required to attest the documents immediately after the proposed formats. Haphazard attesting of document shall not be entertained and not included in evaluation.</p> <p>Submission of minimum academic qualification plus higher education certificate if required shall be mandatory.</p> <p>Note: The proposed key expert should be equal or better than that proposed in EOI.</p> <p>Relevant works to the proposed job is: <i>Walkover Survey, Prioritization and Detail Engineering Survey, Soil Investigation, Detail Design and Report Preparation of the Bridges.</i></p> <p>The number of points to be given to each of the above position of key staff shall be determined considering the following sub-criteria:</p> <p>(i) Academic Qualification, years of experience, in-house experts.</p> <p>(ii) Relevent experience</p> <p>Total Points: 100 (Points)</p> <p>The minimum technical score (St) required to pass is 60 (Sixty) Points.</p>
23.1	An online option of the opening of the Financial Proposals is offered : No
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 Nepali

<p>27.1 [a. QCBS only]</p>	<p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> <p>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.</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are: T = 80, and P = 20</p> <p>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%.</p>
	<p>D. Negotiations and Award</p>
<p>28.1</p>	<p>Expected date and address for contract negotiations: approximately within one (1) months from the opening of Financial Proposals Address: Local Infrastructure Development Project Office, Dhangadhi, Kailali.</p>
<p>30.4</p>	<p>Expected date for the commencement of the Services 7 days after the date of agreement</p>
<p>31.1</p>	<p>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 0.5% of estimate.</p>
<p>33.2</p>	<p>A list of blacklisted firms is available at the PPMO’s website http://www.ppmo.gov.np</p>

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

Assignment Name:	Country:
Location within Country:	Professional Staff Provided by Your Consultant/Entity(profiles):
Name of Client:	No. of Staff:
Address:	No. of Staff-Months; Duration of Assignment:

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

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	{e.g., Deliverable #1: Report A													
	1) data collection													
	2) drafting													
	3) inception report													
	4) incorporating comments													
	5).....													
D-2	{e.g., Deliverable #2:.....}													
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. Xxyyy, USA, 20.04.1969}													
K-3														
National														
n														
											Subtotal			
NON-KEY EXPERTS														
N-1			[Home]											
			[Field]											
N-2														
n														
											Subtotal			
											Total			

- For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.
 - Months are counted from the start of the assignment/mobilization.
 - “Home” means work in the office in the expert’s place of residence. “Field” work means work carried out in the site.
- Full time input
 Part time input

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.

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

_____ Date: _____
[Signature of authorized representative of the firm] 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



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.}

Section 5. 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 25.2.
- 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 Section 7. Terms of Reference



Government of Nepal
Ministry of Urban Development
Department of Local Infrastructure (DoLI)
Local Infrastructure Development Project Office (LIDPO)
Sudurpashchim Province, Dhangadhi, Kailali



Terms of Reference

For

Walkover Survey, Prioritization and Detail Engineering Survey, Soil Investigation, Detail Design and Report Preparation of the Bridges of Package 2

Terms of Reference (ToR) (Part 1)
For
Procurement of Consulting Services for Walkover Survey and Prioritization for Detail Engineering Survey, Soil Investigation, Detail Design and Report Preparation of the Bridges
Package :-LIDPO/Dhangadhi/EOI/MB/2080-81/02

1. . Introduction

The Government of Nepal has allocated limited budget in current FY 2080/81 for preparation of Detailed Project Report of different Bridges (Appendix -1) in Sudurpashchim Province, Nepal. The allocated budget is insufficient for preparation of DPR of all bridges included in Annual Budget, so prioritization of bridges is necessary for selection of Bridge while preparing DPR. The Local Infrastructure Development Project Office, Dhangadhi (hereinafter referred as "the client"), intends to utilize services of engineering consulting firms for carrying out walkover survey of bridges mentioned in demand list and to prioritize the bridges for the purpose of Detailed Study and Construction.

2. Objective

Objective of the job is to prepare the Prioritized list of Bridges by conducting walk over survey and Prioritization of each individual Bridges. Bridge will be selected from the prioritized list for detail survey, design **and report preparation.**

3. Scope of Work

The scope of work to be carried out by the consultant shall include but may not be limited to the following:

A. Desk Study: A desk study should be carried out, collecting all data, maps and information relevant to the individual bridge and reviewing for planning of further field study as well as prioritization work.

B. Walkover Survey, Study and Analysis: A walkover survey to individual bridge site should be carried out for collection and analysis of following data.

- a) Basic Information: Name of bridge, name of water course (river/stream), **name of road alignment of proposed bridge**, classification of road, current status of bridge (New Proposed Location/ Other type of crossing structures at same location).
- b) Location Address: District/ Local Level (Municipality/ Rural Municipality), Ward Number & Name of Place and Geographical Coordinates for Both Banks.
- c) Traffic Information: Nos. of Vehicle that will be plying on the proposed bridge immediately (Vehicular Traffic Only).
- d) Road Alignment and Condition: Details of roads that will be all season and areas (places) served by the proposed bridge.
- e) Technical Parameters: High flood levels (as per flood marks visualized on site and available literatures) and Normal flow level, Tentative Catchment area, Design Discharge, Natural Waterway Width at the proposed location, Bank geology and stability (Soil type on Both Bank of Roads & need for sub-surface investigation as identified by visual inspection), Description of Possible bridge (Structural configuration - Span & Length, type of bridge, approach road requirements, possible type of foundation), Cross-section and profile at the proposed location of bridge, coordinates with GPS and bridge alternate if possible.

For the collection of the basic data, Bridge Screening and Prioritization Data Collection (BSPC) Format (Appendix-2), which is prepared by DoLIDAR {Comprehensive Bridge Manual, Part-1} shall be used. Cooperation with representative (ward president and technical manpower) during walkover survey is highly appreciable.

C. Prioritization of Bridge:

After completion of Walkover survey, the consultant shall prioritize bridges for preparing DPR and Construction on the basis of bridge prioritization criteria and scoring method as mentioned below,

Table 1: Prioritization Criteria for Bridges

Prioritization Criteria	Score/ Weightage
1. Number of people living in Zone of Influence (Zol)	50
2. Kilometers of road that the proposed bridge will make all season	25
3. Location of bridge–potentials for inter district/regional linkages	25
Total Score	100

Table 2: Scoring Method for Prioritization of Bridge.

Criteria	Score	Definition	Scoring	Remarks
1. Number of people living in Zone of Influence (Zol)	50	Zol: Area of which the people will be travelling through the proposed bridge	$< 5000 = 10.0$ $5000 - 10000 = 20.0$ $10000 - 20000 = 30.0$ $20000 - 30000 = 40.0$ $> 30000 = 50.0$	The total scored will be multiplied by 2.0 for the remote hilly districts, 1.5 for hilly districts, to balance the unequal population distribution*
2. Kilometers of road that the proposed bridge will make all season	25	The length of road stretch (between 2 identifiable nodes)	$< 20.0 \text{ km} = 5.0$ $20.0 - 30.0 \text{ km} = 10.0$ $30.0 - 40.0 \text{ km} = 15.0$ $40.0 - 50.0 \text{ km} = 20.0$ $> 50.0 \text{ km} = 25.0$	
3. Location of bridge–potentials for inter district/ regional linkages	25	Road stretch on which the bridge has been proposed	part of the Link between two major places / District Headquarters of two districts = 25.0 part of the link between two existing	

			motorable roads= 20.0	
			Others: 15.0	
*The score after multiplying with the mentioned factors shall not be greater than the total score allocated in that criteria.				

For the Prioritization of Bridges, Comprehensive Bridge Manual, Part -1: Screening and Prioritization of Bridge Demands shall be used as reference guideline

4. Submission of Report and Presentation of Data

4.1 Inception Report This report will contain preliminary data (BSPC format, location/site plan etc.). Preliminary inception report shall be submitted to LIDPO Dhangadhi.

4.2 Draft Report This draft report shall be in standard format, containing all the required components and be presented in clear and easy to refer formats as per the general design guidance attached. The complete set of the report should consist of:

- Volume I - Main Report
- Volume II - Drawings (Google Map Image)
- Volume III – Calculations (if any)

This report shall be submitted in three copies. The prepared main report must contain the following.

- Introduction
- Project Area and Location
- Filled up BSPC format for all the bridges. (Appendix- 2)
- Description and suggestion for further investigations.
- Prioritized list of Bridges
- Location of Bridges/ Proposed alternatives axes in a KMZ file
- Single concise map covering all bridge location
- Individual report for each bridge
- Concise summary sheet with scoring and prioritization
- Conclusion
- Recommendation

4.3 Presentation of the Draft Report

The Consultants shall present the design report in specified standard format and defend it to the client audience prior to the submission of the final report. They shall review the issues raised during the presentation while finalizing the report and make necessary amendments/corrections if needed. The date and venue of the presentation shall be determined by mutual agreement between the client and the consultants. The cost of such presentation shall be borne by the consultants

4.4 Final Report

Apart from the presentation, the client will verify the content of the report against the Terms of Reference and the checklist. The client may also discuss upon the technical content of the report and may suggest some changes if thought necessary. While preparing the Final Report the consultants shall consider the comments/suggestions and make corrections or amendments if required. It does not, however, relieve the consultants of their responsibility over the technical content of the design. The final report shall be submitted in five copies as indicated in the checklist.

4.5 Reports for approval

This report shall in all respect be complete, containing all the required components and be presented in clear and easy to refer formats as specified

4.6 Soft Copy (Electronic Copy) of the Related Content

Apart from the bound report, the consultants shall submit soft copies (Electronic Copies) of the final report as specified.

5. Time Schedule

The consultant shall complete the assigned works and submit the final report within **2 weeks from the date of contract agreement.**

6. Working Team

The working team for field and office works should necessarily consist of the following key personnel together with adequate supporting manpower.

- a. Engineer (Team Leader) her/his qualification and expenses
- b. Surveyor her/his qualification and expenses

7. Payment:

The consultant shall be paid as described below

Upon the completion of Site Visit and Submission of Inception Report	NA
Upon the Draft Report Submission	NA
Upon the submission and approval of Final Report	100% of the quoted amount in the particular item.

The final report shall be delivered to the office by the client within a week of receiving comments/suggestions/recommendations/corrections from the employer on the draft report.

The time lapse between the draft report submitted by the client and the comments/suggestions/recommendations/corrections provided to them on the draft report by the employer is not considered in the contract duration.

8. Additional Information: (if Any)

Appendix-1
List of Bridgess

Package :-LIDPO/Dhangadhi/EOI/MB/2080-81/02

SN	Name and Location of Bridge	District
1	i) Simali Khola Motorable Bridge, Mohanyal-4, Kailali	Kailali
2	ii) Silgadhi Behuligad Motorable Bridge, Dadeldhura	Dadeldhura
3	iii) Jojala-Sahghari Motrable Bridge Dadeldhura.	Dadeldhura

Appendix-2 BSPC (Bridge Screening and Prioritization Data Collection Format)

Bridge Screening and Prioritization Data Collection Format

River/ Bridge					
		Left Bank	Right Bank	GPS Coordinate	
Location:	District			Point ID:	
	Municipality			Easting	
	Ward			Northing	
	Place			Elevation	
				UTM Zone	
Numbers of Vehicles that will be running on the proposed Bridge Immediately					
Buses	Trucks	Tractors	Cars/Jeeps/Vans	Motorcycles	Others
Alignment that will be all season and served by the proposed bridge (fill the name of the places along the road)					
Point 1	Point 2	Point 3	Point 4	Point 5	Total Length(KM)
Road Alignment Conditions					
S.N.	From	To	Distance	Condition (Maintainable or Not)	Remarks
1					
2					
3					
ZOI (Zone of Influence)					
for Example: [all wards of xyz VDC] [ward no.....,..... of xyz VDC] [Population data can be taken from latest available source like census or any other surveys]					
DTMP			SRN		
.....		
Collected By		Checked By		Verified By	

Terms of Reference (Part 2)

For

For Site Selection, Detailed Engineering Survey, Geotechnical/ Hydrological Investigation and Detailed Design of Bridges

Package :-LIDPO/Dhangadhi/EOI/MB/2080-81/02

1. INTRODUCTION

Government of Nepal, Department of Local Infrastructure, Ministry of Urban Development, Local Infrastructure Development Project Office (LIDPO), Dhangadhi, Kailali (herein after referred as the “Client” or as the "LIDPO"), intends to utilize services of engineering consulting firms, well experienced in the fields of soil investigation, hydrological studies, bridge engineering, river training works, environment aspects etc. (herein after referred to as the “Consultant”) for providing engineering consulting services for detail design work of proposed Bridge(s) including river training works, and approach roads (herein after referred to as the “Service”). A firm or joint venture (JV) is eligible to apply for only one packages, provided that they meet the conditions outlined in the document. It is Mandatory that the Firm /JV shall have to provide the priority of packages in the format given in EOI document.

Package :-LIDPO/ Dhangadhi/EOI/MB/2080-81/02

SN	Name and Location of Bridge	District
1	Silgadhi Behuligad Motorable Bridge, Dadeldhura	Dadeldhura
2	Jojala ra SAlghadi Motorable Bridge, Dadeldhura	Dadeldhura
3	Simali Khola Motorable Bridge, Mohanyal Ga.Pa. 4	Kailali.

2. OBJECTIVE

Objective of this “Service” is to

2.1 Identification of probable axis / axes for location (of a bridge / river crossing) based upon the initial geological study and river hydrology as well as access road and demand. Identification of possible alternatives of river crossings feasible for the site (**Identification Phase**)

2.2 Detailed topographical survey, hydrological and geological / geo technical investigation of the identified river crossing site. (**Investigation Phase**)

2.3 Detailed analysis, design, drawings and cost estimate of river crossing (Bridge / vented causeway / multi cell culvert as required) and its approach as well as protection works. (**Design Phase**)

3. SCOPE OF WORK

After contract agreement and prior to commencement of job, a Kick-Out meeting will be organized in “LIDPO” (on the date requested by consultant keeping in view the overall project completion date is not delayed) in the presence of the whole key working team (**Key Staffs**) of the consultant. The consultant shall have to start the job only after issue of written approval from the client to commence the job. The consultant shall have to make an arrangement of field visit by the whole working team prior of commencement of job. The consultant shall have to perform the job in close coordination with “LIDPO” and respective Municipality Offices, DOR, IDO or Local representatives. It is the liability of the consultant to retain the team at site (as per Manning Schedule provided by Consultant during contract agreement) during the entire field study and survey work. The consultant shall have to perform the geotechnical investigation work under direct supervision of representative of “LIDPO” and respective Municipality Offices or Local representatives. During field

supervision by the client at any time, if any required key professionals are found to be absent at site, client may instruct to stop the work until the required key professionals are present at the site to carry on the job. In case, the consultant performing the field study and survey work with incomplete set of professionals working team, “Client” may not be liable for payment to the consultant. **Client will either replace with another bridge which are not feasible from Walkover survey, prioritization for detail survey, soil investigation , Detail design and report preparation of the bridges or will only pay to the consultant for feasible bridges only for Site selection, detailed engineering survey, geotechnical/hydrological investigation and detailed design of bridges** The scope of work, shall accomplish in the close supervision of “Client”, to be carried out by the consultant shall include but may not be limited to the following:

3.1 Identification Phase

Desk study: The “Consultant” (team of Bridge Engineer, Geologist and Hydrologist) shall carryout a desk study collecting all data, maps and information and reviewing for planning of further field survey and investigation works as well as detailed design. In this study the following points related to the probable location of the river crossing shall be studied in detail.

- (i) Topography, available maps and imageries.
- (ii) Nature and structure of the surface soil
- (iii) Nature and structure of local as well as regional geology
- (iv) River hydrology

Site Observation: In prior to commencement of the job, the consultant shall inform the Client and the consultant have to perform the job in the close coordination with “LIDPO” and respective Municipality Offices or Local representatives. A comprehensive site visit shall be carried out by the team of bridge engineer, geologist and hydrologist. In the site observation visit, the Consultant shall

- Identify the possible axes and its location (GPS aided)
- The selection for the site of the bridge shall follow the guidelines given in IRC: 5-2015 (Clause 104.1)
- The condition of approach / access road
- Initial geological and hydrological studies
- Collect information on general description of the alignment for which the river crossing is meant to be.
- Sketch the rough plan and cross-section of the axes with indication of flow pattern and level.

During supervision by the client at any time of, if any required key professionals are found to be absent at the site, client may instruct to stop the work until the required key professional are present in the site to carry out the job.

After the site observation, the Consultant shall submit a **Site Visit Report**, which shall include.

- Maps and imageries showing the identified possible axes and comparative analysis
- Access to the bridge site and brief description of the alignment in the suitable and available base map, the access to the site.
- Findings from geological and river hydrology
- Description of possible types of river crossings and comparative study

The Employer shall review the “Site Visit Report” and shall give comments if there are any and Formal approval of the bridge alignment shall be obtained from the LIDPO, Dhangadhi during the presentation of Site Visit report.

3.2 Investigation Phase

During the Investigation Phase the “Consultant” shall perform

1. Topographical Survey: The topographical survey of the area should cover a minimum distance of **500 m** upstream, **200 m** downstream and **200 m** from the river banks on either sides of the river wherein HFL, LWL, LBL, area of cross section, wetted perimeter and geological profile with silt factor for each strata (at proposed bridge site only) shall be indicated at the proposed bridge site. The Topographic map should show the following:

- (i) Contours at 1.0 m. intervals in hilly area and at 0.25 m in plain area.
- (ii) Flood lines on either sides of the river in the entire area surveyed.
- (iii) Lines with spot levels along which the bed slope of the river is taken
- (iv) Both banks of the river
- (v) Lines along which cross section of the river is taken (
- (vi) Govt. and/or public establishments
- (vii) Traverse lines, benchmarks reference lines and/or points with respect to which the present topo-map is prepared.
- (viii) The angle and direction of skew, if the bridge is proposed to be aligned skew.
- (ix) The Names of the nearest identifiable villages/towns etc. in either ends of the bridge.
- (x) Other information relevant to design, construction and/or maintenance of the bridge.

2. Hydrological Study: For determination of all design data the consultant shall carry out a detailed hydrometrical survey and hydrological study of the river and bridge site, which shall include the following:

- (i) Catchment area of the river up to bridge site
- (ii) Length of the river from origin up to bridge site
- (iii) Possibility of change of catchment
- (iv) Nature, size and quantities of debris carried by the river (also considering the effect caused by infrastructure construction on catchment area like road construction and other
- (v) Intensity, duration and distribution of rain in the catchment
- (vi) Vegetation, cultivation etc. of the catchment.
- (vii) Existence of reservoir's, Lakes etc. in the catchment.
- (viii) Existing bridge or other hydraulic structures across the river in the vicinity of the proposed bridge site with their details as much as possible.
- (ix) General slope of the river from the critical point (origin) of the river up to bridge site and general slope of the catchment in both sides of the river.
- (x) Cross sections covering 200m.beyond flood lines of the river at proposed bridge site, at about 500m. u/s and about 200m d/s. wherein HFL, LWL, LBL, area of the cross section, wetted perimeter and geological profile with silt factor of each strata (at proposed bridge site only) shall be indicated. (Horizontal and vertical scale of the cross section shall be the same.
- (xi) Bed slope of the river which must start from 100 m up of the U/S cross section and end at 100 m down of the d/s cross section.

- (xii) Maximum discharge calculated by established formulas with different return periods and the peak discharge observed over a period of 100 years.
- (xiii) Velocity and depth of flow at the time of survey.
- (xiv) Shifting of the river in the past at proposed bridge site and in its vicinity.
- (xv) Other information required for river control, design, construction and maintenance of the bridge.
- (xvi) Scour depth and maximum scour depth.
- (xvii) Maximum discharge calculated by established formulas with different return periods and the peak discharge observed over a period of 100 years, linear water way shall be calculated based on the methods

3. Geo-Technical Investigation: After discussion and finalizing of the site/axis the Consultant shall carry out subsurface exploration, which shall include the followings:

Test pits and auguring:

Test pits and auger-holes in the river bed to a depth as mentioned in the BOQ for determining the mean particle size of river bed materials in each layer.

Bore-holes, field tests and laboratory tests

The properties of the underlying soil are determined by field and laboratory tests of the soil samples obtained from the bore holes drilled to a depth as mentioned in the next section and/or the Bill of Quantities. As far as possible, the locations of the boreholes shall be under each abutment and piers. Generally, the following tests are conducted for determination of soil properties:

SN	Type of Test	Frequency
1	Undisturbed Soil Sampling	at least 2 at each borehole
2	Standard Penetration Test	as required but the interval not less than 1.5 m
3	Grain size analysis	at least 2 at each borehole
4	Hydrometer analysis	at least 2 at each borehole
5	Moisture content	at least 2 at each borehole
6	Bulk and dry density	at least 2 at each borehole
7	Unconfined compression test	at least 2 at each borehole
8	Consolidation test	at least 2 at each borehole
9	Direct shear test	at least 2 at each borehole

If required by the field condition, the Consultant shall conduct other types of tests. Similarly the frequency of the above tests can be increased if required. The cost of all the field and laboratory tests shall be incorporated in the cost of soil investigation works. No separate payment shall be made for the tests.

The depth of soil exploration from ground level shall be as follows:

SN	Type of Soil	Governing Depth
1	Silty, sandy, clayey soil	3 times the design scour depth, or 1.5 times the least dimension of the foundation footing, or 20 m, whichever is maximum
2	Granular soil (gravels, boulders)	2 times the design scour depth, or 1.5 times the least dimension of the foundation footing, or 16 m,

		whichever is maximum
3	Rocks (soft or hard)	Not exceeding 8 m on continuous bed rock

The above mentioned depths are indicative. The Consultant shall decide the actual required depth of soil investigation according to the field condition and design parameters. But in any case the Consultant shall be paid only up to the depth mentioned in the Bill of Quantities. If rock is found at the beginning or at middepth then the drilling works shall not exceed the depth as mentioned in the table above. In such case the payment shall be made only for the actual depth. For example, if the rock is found at a depth of 6 meters, then drilling shall continue only for further 8 meters, and the payment shall be made for 14 meters. If the rock is exposed on the surface then drilling shall be done up to a depth of only 8 meters, and the payment shall be made for 8 meters only.

4. **Seismological Study:** The consultants shall collect and refer to the available data regarding the seismic records of the area. Seismic Forces: according to the Indian Standard Criteria for Earthquake Resistant Design of Structures, IRC: 6 and IRC SP 114 may be followed.
5. **Environmental Study** The consultant shall predict/assess the damages to the environment and attempt to mitigate or minimize the damages by choosing appropriate mitigation site, cross-section, type of structures etc. and suggest appropriate measures in the design for protection of surrounding Environment. The Environmental Protection Act, Environmental Protections Rules and the DOR environmental policies including Environmental and Social Management Framework (ESMF), modified by GESU/DOR for bridges should be followed. Along with these the existing IEE/EIA of the road alignment shall be given due consideration.
6. **Reports of the Investigation Phase (Analysis of Data, Conclusion and Recommendation of Design Parameters):** The Consultant shall submit a **Site Investigation Report** based upon the above mentioned studies and investigations. Consultant shall make the best use of their technical know-how and professional skill to arrive at and recommend the most cost effective design parameters regarding appropriate river crossing. The consultant shall also in the Report discuss in detail at least three different options and shall recommend the most appropriate option for the proposed river crossing.

Soil exploration works to be certified:

The consultant shall perform the geotechnical investigation under supervision of LIDPO. The “client” if required may ask the consultant to submit the soil/rock samples obtained from the drilling work in core boxes and bore log to be certified by the LRBSU. The bore/drill logs should be certified by the geotechnical engineer of the consultant.

3.3 Design Phase

During the Design Phase the “Consultant” shall perform the following tasks.

Preliminary Design: Before proceeding with detail design, the Consultant shall inform the Client on;

- Geometry of the intended bridge
- Type of bridge and its Structural arrangements
- Design Standards to be followed

It shall be submitted to the client as a “**Design Basis Report**”. The Employer shall review the “**Design Basis Report**” and provide the comments if there are any.

Detailed design and quantity/cost estimates:

Based on the collected information and results of the discussions mentioned above the consultants shall design the bridge following latest **IRC Codes based on limit state philosophy**, norms and guidelines

The consultants shall produce detailed quantity estimate of the bridge and its accessories. They shall collect information on sources of materials and their lead distances and prepare rate schedules and cost estimates based on the standard norms and prevailing district rates.

Depending upon the site condition and other factors the Consultant can use the Standard Design of the part(s) of the bridge, which shall be made available by the Employer. This matter will be discussed and finalized during the presentation of the Preliminary Design or at a later stage convenient to both parties. If such Standard Design is used the Consultant shall adjust the design of other parts of the bridge to incorporate the parameters of the Standard Design. If it is decided to use any Standard Design, the Payments shall be adjusted according to the Conditions of Contract and/or as mentioned in the Price Schedule.

Draft Report (2 Copies): The Consultant shall submit a Draft Design Report and the report shall in all respect be complete, containing all the required components of the design. The Report shall be in the format as decided and required by the Client.

Final Report (3 copies): After receiving the comments in Draft Design from client (DoLI/LIDPO), the Consultant shall consider the comments/suggestions and make corrections or amendments if required and submit the Final Report. It does not, however, relieve the Consultant of their responsibility over the technical content of the design. The final report shall be in submitted in electronic version too.

4. TIME SCHEDULE

If not indicated otherwise in the contract documents the consultant shall complete the assigned works as per the following schedule:

Tasks	Duration	Remarks
Preparation	1 week	
Identification Phase	1 week	
Investigation Phase	4 week	
Design Phase	2 week	

The total Contract Period for this **ToR (Part 2)** is **8 weeks** from the date of commencement of this task.

5. PROFESSIONAL LIABILITY/DEFECT LIABILITY

If not indicated otherwise in the contract documents the Consultant shall have the following responsibilities;

Responsibility for survey and design

Submission of the final reports does not relieve the consultant from their responsibility to the design. They shall bear full responsibility for:

- (i) Authenticity of all the field data including socio-economic, environmental, topographic, hydrological and geological information;
- (ii) Correctness of the design and all the calculations (except for the Standard Design, if used);
- (iii) Correctness of the drawings;
- (iv) Correctness of any other details related to construction

Assistance during construction phase

During construction the consultants, upon written request from the Client, shall visit the bridge site and provide necessary technical assistance. The consultants shall make necessary site visits and do all the necessary design revisions as and when required for all the cases arising out of the shortcomings in the design submitted and approved earlier.

Acceptance of responsibility

The Consultants shall submit signed Statement of Acceptance of Responsibility attached together with the final report. Team leader shall sign every page of the Report. Geotechnical engineer shall sign every pages of geotechnical report. Similarly, Hydrologist and Structural Engineer shall sign and verify every page of the hydrological report and structural design report respectively.

6. REPORTS AND DELIVERABLES

The Consultant shall submit the following Report

Reports and Documents	Remarks
1.0 Site Visit Report	
2.0 Design Basis Report	
3.0 Detailed Design Reports (DRAFT and FINAL) (Survey, investigations, Analysis and Design, Drawings, Detail Quantity Calculations and Cost Estimates)	
6.0 As the part of the Final Report the Consultant shall provide <ul style="list-style-type: none"> • The electronic copy of the workable input files, if any software has been used for the design • The electronic copy of editable calculation sheets that have been used during the design calculations 	

The final report shall be delivered to the office by the client within 2 weeks of receiving comments/suggestions/recommendations/corrections from the employer on the draft report.

The time lapse between the draft report submitted by the client and the comments/suggestions/recommendations/corrections provided to them on the draft report by the employer is not considered in the contract duration.

All the reports are considered to be owned by the client.

1. CONSULTANT’S TEAM

The Consultant shall engage a team of experts as mentioned below for the tasks as per this Terms of Reference.

Personnel	Preferred academic qualification
Team Leader (Bridge/ Structure Engineer)	Master’s degree with 10 years of general experience and 5 years of experience in design of motorable bridges.

Environmentalist/ Forestry Specialist/ Ecologist	Master's degree with 5 years of general experience and 3 years of experience in similar assignment.
Geologist/Engineering Geologist/Geotechnical Engineer	Master's degree with 5 years of general experience and 3 years of experience in geotechnical investigation and foundation design of motorable bridges.
Hydrologist	Masters in Hydrology/ Water Resource Engineering with 5 years of general experience and 3 years of experience in hydrological analysis of bridges.
Road/Highway Engineer	Master's degree with 5 years of general experience and 3 years of experience in detailed engineering survey and design of motorable bridges.

Besides, the Consultant shall deploy all the required human resources and support staffs for the completion of all the tasks as per this Terms of Reference.

The Firm/JV can apply for only one package. If a Firm/JV is applying for package, prioritization of package in the format given in EOI document is mandatory.

2. PAYMENT

The consultant shall be paid as described below

Item	%	Remarks
Upon the completion of Identification Phase and submission of "Site Visit Report"	NA	
Upon the completion of Investigation Phase and Submission of "Design Basis Report" acceptable to the Client.	NA	
Upon the completion of Design Phase ("Draft Report" Submission) acceptable to the Client	50 % of the Total quoted amount in the particular item of the contract	(will be reduced as indicated in the Price Schedule if existing super structure design has been used)
Upon the Submission of "Final Report" acceptable to the Client.	remaining 50 % of the Total quoted amount in the particular item of the contract	

All the above payments are subjected to the "Retention" as per the prevailing law of the State.

Apart from the regular retention mentioned above, as the guarantee for the "Defect Liability" as stated in the Clause 5.0 of the Terms of Reference, the amount of NRs. 50,000.00 shall be held and will be released after 3 years of the completion of the task as per this Terms of Reference.

3. PRICE SCHEDULE: (LUMP SUM CONTRACT AMOUNT)

	Amount(NRs)	
Preparation Phase		
Identification Phase		
Investigation Phase		
Design Phase		
(Reduction per bridge in amount if already existing super structure design is used)	50,000.00	
[any other costs, if there is any approved and accepted by the Client]		
Total		
VAT 13 %		
Total with VAT		

(* The detail breakdown of the above mentioned amounts are as per the breakdown submitted by the Consultant, which may be referred to only when required , when and if variation to the contract is necessary) Content:]

4. CHECKLIST FOR DETAILED SURVEY AND DESIGN OF BRIDGES

This paper serves as a guideline for checking the detailed engineering survey, and design of bridges, received from the consultants.

General procedure for checking the design report:

Checklist for content of the package:

Particulars	Requirements
Volume I – Main Report	Draft – 2 copies; Final – 3 copies
Volume II – Drawings	Draft – 2 copies; Final – 3 copies
Volume III – Design Calculations	Draft – 2 copies; Final – 3 copies
Volume IV – BOQ and Special provisions to standard specifications (if required)	Draft – 2 copies; Final – 3 copies
Soft (electronic) copies of the report	

11.0 Content of Main Report (Volume I):

11.1 Statement of acceptance of responsibility

A signed acceptance of responsibility to the authenticity of field data and correctness of design shall be attached to each copy of the main report

11.2 Salient Features

Particular	Requirements
Name of the project:	Job Description as mentioned in the

	work order
Location :	Local Name of bridge site
Province:	Name of Province
District:	Name of District
Municipality:	Name of Municipality
Name of the Road:	Popular/Formal name of the road and road reference no. as provided by "client"
Geographic Location:	Latitude, Longitude
Classification of the Road:	As provided by "client"
Type of the Road Surface:	Existing condition
Terrain/Geology:	General terrain (Hill, mountain, plain) and general geology
Information on structure	
Total length of bridge:	Total length between back wall front faces i.e. river side
Span Arrangement:	Number of span x Length of each span
Total width of bridge:	Total width between edges of the deck
Width of Carriageway:	Clear width available to vehicles
Footpath (s)	Clear width available to pedestrians
Kerbs	Width of bottom of the kerb
Type of Superstructure	Overall system (e.g. Three girder RCC T-beam and deck /steel truss and RCC deck/Four steel plate I girders and RCC deck, arch, prestressed, etc.)
Type of bearings:	Type of bearing with their dimensions
Type of abutments:	Shape and material in the abutment (e.g. rectangular RCC with cantilever return wall or RCC isolated columns with stone pitched and wing walls, etc.)
Type of Piers	Shape and material (e.g. Rectangular solid/Hollow RCC wall or RCC hammerhead with solid circular body, etc.)
Type and depth of foundations	Type and depth from the maximum scour level. Separately for each, if type and depth of foundations for different units are varying
Design Data	
Live Load:	Load classes considered
Net bearing capacity of soil	Net bearing capacity applied in design
Design Discharge	
Linear Waterway	
Summary of quantities of material:	
Grade and quantities of concrete:	

In superstructure	Grade and total quantity including girders, deck, parapet, kerb, footpath, railing and approach road
In substructure	Grade and total quantity including pier/abutment cap, stoppers, abutment return-walls, ballast wall, pier/abutment stem above pile/ well cap and in case of open foundation above base-plate
In foundation	Grade and total quantities of pile/ well cap, well steining
Grade and quantities for reinforcing steel:	
In superstructure	Grade and total quantities as in quantity of concrete
In substructure	Grade and total quantities as in quantity of concrete
In foundation	Grade and total quantities as in quantity of concrete
Stone masonry	

11.3 Field works

In prior to commencement of job, the consultant shall inform the client and the consultant have to perform the job in close coordination with LIDPO. While commencing the job, the consultant shall make the whole working team available at site and shall start the job only after issue of written approval from the client to commence the job. It is the liability of consultant to retain the whole team at site during the entire field study and survey work. During field supervision by the client at any time, if any required key professionals are found to be absent at site, client may instruct to stop the work until the required key professionals are present in the site to carry on the job. In case, consultant performing the field study and survey work with incomplete set of professional in working team, office may not be liable for payment to the consultant. The following should be complied with the proposed bridge site.

Centre line of the proposed bridge	Three R.C.C. posts (1:2:4) of 15 cm * 15 cm in section and 1 m length each should be installed minimum 30 cm above the ground.
	Iron rods of not less than 15 cm in length and 8 mm in dia. fixed in centre and flushing top surface of each post shall form the centreline of the bridge. All posts shall be installed beyond the zone of inundation and

	there should be at least one post on each bank of the river
Bench marks	Similar posts (at least one post in each bank) should be fixed in the right of way and beyond the zone of inundation's as Bench Marks, whereon B.M. no. and elevation must be written in fast colour paint on two opposite faces of the post. If permanent structures are available, they can be used for B.>. in lieu of the posts. All central line of Bench Mark posts should be connected with sufficient permanent reference points.

11.4 Detailed Engineering Study and Survey

Geology and topography	General description of geological and topographical parameters as per section 3.3.4 and 3.3.4 of the TOR. Specific geological and topographical parameters shall appear in general description of geological and topographical, the design calculation and drawings, respectively.
Hydrology	General description of hydrological aspects as per section 3.3.5 of the TOR, detailed hydrological parameters shall appear in the design calculations and drawings The main report should have information on: a) Catchment area characteristics b) Summary of rainfall data c) Stream/channel characteristic including: <ul style="list-style-type: none"> • Type of river • Fold characteristics • HFL, LWL, afflux d) Summary of discharge calculation by various methods and determination of design discharge e) Determination of effective linear waterway, bridge span arrangements and freeboard. f) Summary of required river training works with their justification.
Feasibility / selection of the bridge site	The reports should review existing studies (if available) and field data to decide upon the technical feasibility of the bridge site.

	<p>The bridge site should be selected among at least three locations. Selection criteria shall incorporate geo-physical, topographical, hydrological, social, environment and economic parameters.</p> <p>The bridge site is discussed with the LRBSU and concerning infrastructure development offices or concerning division road office. The report should present a gist of the discussion and conclusion.</p>
<p>Selection of bridge type, length and span arrangement</p>	<p>The type of bridge, its length and span arrangement is determined after desk study and field works except detailed subsoil exploration on the basis of the following parameters:</p> <ul style="list-style-type: none"> • Design discharge • General and maximum scour depth • Linear waterway to be provided • Anticipated soil condition • Selected bridge site • River training and approach road • Construction/maintenance cost <p>The report should present a comparative evaluation of different types of bridges on the basis of the above parameters. The type of bridge is with LRBSU and concerning infrastructure development offices or concerning division road office before proceeding to soil investigation and Detailed design. The report should include the gist of discussion and Conclusion.</p>
<p>Environment study</p>	<p>The report should review the project as per the environmental protection rules and DoR environmental and social management framework (ESMF) modified by GESU/DOR for bridges.</p>
<p>Sub surface exploration</p>	<p>The subsurface exploration shall proceed after final selection of the bridge type and axis conforming to the requirement as per section 3.3.6 of the TOR. The main report should include the following:</p>

	<p>a. General description of the subsoil strata</p> <p>b. Bore logs</p> <p>c. Sectional elevation of the subsoil strata showing locations of boreholes and proposed foundations.</p> <p>d. Net bearing capacity, selection of foundation and its depth on the basis of the above parameters.</p> <p>Detailed analysis of subsoil strata and test results shall appear in design calculations and appendix-1</p>
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11.5 Design of Bridge

Design parameters and concepts	<p>The detailed design of the different parts shall appear in the design calculations. The main report includes the following.</p> <ul style="list-style-type: none"> • Design parameters: Discharge, HFL, LBL, freeboard, scour depth, waterway, load considered. • Design concepts of superstructure, sub structure and foundation. • Determination of design standards, methods adopted and codes followed. • Requirement of river training and bed protection works concepts of design of such structures.
Summary of design	<p>Summary of design should include the following</p> <ul style="list-style-type: none"> • Type and lengths of spans • Effective cross section, design forces and reinforcement of slab, main girders, cross girder • Type, section and reinforcement of elements of sub structures. • Type and details of bearings: • Type, depth, sections, reinforcement of foundation body and footings • Dimension and reinforcement of approach slab. • Design parameters of approach road: width, surface type, maximum and average gradient, minimum radius of curves.

11.6 Cost Estimate

Summary of cost	<ul style="list-style-type: none"> • Total cost including cost of bridge, approach roads, river training works, other accessories. • Net cost per running meter of bridge only • Total cost per running meter • Abstract of quantity and cost
Rate analysis	<p>The rate analysis should be done following the current norms on the basis of comparative cost of materials such as boulders, stone aggregates, sand river/quarry gravel collected at sources and direct market price. The report should include:</p> <ul style="list-style-type: none"> • A short description of material sources. • Lead distances from source and market • Comparison of cost of material collected at sources and purchased at market. • Labor rate • Summary of unit rates Detailed rate analysis and a copy of certified district rate should be submitted in Appendix-2 and 3 respectively

12 . Content of Drawings (Volume II)

General	<p>Size:</p> <ul style="list-style-type: none"> • All the working drawings are presented in size A2 sheets, bound properly. However, if convenient the drawings in Draft report can be submitted in A3 size sheets.
Format of cover page	<p>The cover page should show the following:</p> <ul style="list-style-type: none"> • Name and address of client • Contract number, work description, volume • Consultant's name, address, e-mail and Phone no. • Month and year of completion
Format of other pages	<p>All other pages should show the followings at the bottom of the sheet:</p> <ul style="list-style-type: none"> • Name of the client • Work description • Drawing title <p><i>Columns providing signature, name and Nepal engineering Council registration number of major experts involved in service ie of Bridge Engineer, Geotechnical Engineer and Hydrologist.</i></p> <ul style="list-style-type: none"> • Designation and signature column for consultant: designed by, checked by and

	<p>approved by</p> <ul style="list-style-type: none"> • Consultants name and address • Scale of drawings • Drawing no/ sheet no <p>The size of letter anywhere in all sheet shall be not less than 2mm</p>
<p>Contents of the drawing (Volume)</p>	<p>1. General</p> <ol style="list-style-type: none"> a. Contents b. General notes <ul style="list-style-type: none"> • List of concrete grades used with respect to the components/locations • Concrete covers with respect to the components/ locations • Reinforcement design properties • Bar mark designation system c. Index map Map of country (length 8 to 10 inches) with location highlighted, location plan showing road network, river system and names of places. d. Topographical map Plan of bridge site (scale not exceeding 1:1000) covering a minimum distance of 500 m u/s, 200 d/s, 200m from the river banks on either sides of the river at proposed bridge site showing: <ul style="list-style-type: none"> • Contour intervals of 1m and 0.25m for plain and hilly area respectively • Flood lines on either sides of the river in the entire are surveyed. • Lines with spot levels along with the bed slope of the river is taken • Both banks of the river • Location of bore holes and bench marks • Plan of the bridge • Bridge axis reference index • Govt./public establishment • Transverse lines, benchmarks reference lines and or points with respect to which the present topo map is prepared. • The angle and direction of skew, if the bridge is proposed to be aligned skew • The names of the nearest identifiable village/towns etc. in either ends of the bridge. • Other information pertinent to design, construction and or maintenance of the

	<p>bridge.</p> <p>e. Catchment area map in suitable scale</p> <ul style="list-style-type: none"> • Catchment area of the river up to bridge site • Length of the river from origin up to bridge site • Slope of the river from the critical point(Origin) of the river up to bridge site and general slope of the catchment in both sides of the river • Maximum discharge calculated by established formulas with different return periods. • Maximum discharge during highest flood at each cross section. (By x section area and slope method). The peak discharge as observed over a period of 100 years (for important bridge) or 50 years (ordinary bridges) as the use may be an average of peak is taken. • Velocity and depth of flow at the time of survey at the bridge location. • Shifting of the river in the past at proposed bridge site and in vicinity of it. • Other information required for river control, design, construction or maintenance of the bridge. <p>f. L-section of river & C/C of river</p> <p>g. General arrangement</p> <ul style="list-style-type: none"> • Plan, elevation and side elevation • Bore logs presented on elevation <p>2. Structural drawings with bar bending schedules including in the respective sheets</p> <ol style="list-style-type: none"> a. Main girder(s) details b. Cross girders details c. Deck slab details d. Abutment and approach slab details e. Pier details g. Foundation details h. Details of bearing (including bearing design data), railings, drainage systems and expansion joints etc. i. The Grade of Concrete and Reinforcement for each component of the structure. Plan, profile and cross sections of the approach
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	roads on both sides of the bridge Details of river training works Miscellaneous
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13. Content of Design Calculations (Volume III)

Detailed analysis and design calculation of following elements should be provided. The design, calculation should mention the governing design code or guideline wherever they are applied.

Hydrology	
Hydrological data	<p>a. Catchment area characteristics</p> <ul style="list-style-type: none"> • The catchment area size, shape (classified as fan, pear, long or narrow), slopes (Longitudinal and cross-sectional) • Surface characteristic (whether sandy, clayey etc. including percolation and interception characteristics.) • Whether land is under afforestation, deforestation or is dotted with urban areas, cultivated areas or storage areas, e.g. lakes, swamps, tanks, reservoirs etc. shall be determined <p>b. Rainfall data</p> <ul style="list-style-type: none"> • Maximum in 24 hours • Maximum in any one hour • Rainfall distribution in catchment area. • Duration and frequency of the rain • Rain gauge data of the storms along with the corresponding stream gaus data (data for unit hydrograph) • Average annual rainfall characteristic (from relevant meteorological records) • Probability plotting (a graph plotted between the flood magnitude against its return period <p>c. Stream/ Channel characteristic</p> <p>j. Type of river</p> <ul style="list-style-type: none"> • Seasonal or perennial • Meandering or straight

	<ul style="list-style-type: none"> • Other classification e.g. boulderly, flashy, well defined, LIDPO etc. • Length, slope, cross sections of the river <p>k. Water level</p> <ul style="list-style-type: none"> • Highest flood in living memory and other major floods before start of investigation. • Highest flood level and year of its occurrence, showing the areas flooded. • Record of flood gauging stations • Lowest water level(LWL) • Afflux, if observed • Observed maximum depth of scour and scour level, indicating what obstruction if any, and other special causes, which can be responsible for the scour at site. • Sediment data, indicating bed material particle size, aggradation (degradation) of bed, bank erosion (reference to flood stages) etc. • Erodibility of river banks and river bed • Scour data (as observed, particularly downstream of any obstruction to the flood flow)
<p>Analysis of hydrological data and determination of associated elements</p>	<ul style="list-style-type: none"> • Discharge calculation by various methods including WECS method, comparison of discharges, and determination of design discharge expected to pass under the bridge and justification for adapting the design discharge, natural stream velocity and flood velocity. • Maximum mean or maximum velocity of flood flow. • Effective linear waterway required under the bridge (after allowing for average thickness of each pier and its foundation, between High flood level

	<p>and Normal scour level, ignoring the earth fills in front of the abutment).</p> <ul style="list-style-type: none"> • High flood level, afflux and water level • Freeboard required between the affluxes high flood level and soffit of deck from the consideration of on obstructed flow of floating debris with the flood discharge • Normal and design (maximum) scour levels at piers and abutments (consider higher watermarks in the area and at near the site) • Minimum founding levels at piers and abutments form consideration of maximum scour etc.
Sub soil investigation	
Investigation data	<ul style="list-style-type: none"> • Bore log of each bore-log showing: depth gauge, soil description of encountered layers with depth marks sample collection points, depth and types of tests performed, ground water table, number of blows for SPT/CPT, N-values. • Each bore-hole log shall be properly certified and signed by the geotechnical engineer of the consultant. • Certificate of sub-soil investigation from respective division/ Project office indicating depth of each bore-hole and confirming that soil-sample of each strata in each borehole are deposited in core boxes for the record • Laboratory test result of the samples as specified in section 3.3 of the TOR • Systematic photographs of the core boxes. The core boxes containing the sample soil shall be kept at DOLI when asked
Analysis of sub soil data	<ul style="list-style-type: none"> • Determination of bearing capacity and other parameters at different depths required for different types of foundations, determination of types foundation for abutment and piers • Comparison and determination of types of foundation for abutment and

		<p>piers</p> <ul style="list-style-type: none"> • Summary of subsoil characteristics and types of foundations • Determination of weighted mean diameter of river bed material for calculation of scour depth.
	Design of bridge elements	<p>On the basis of the topographic survey, hydrological, sub-soil and seismological analysis the report should present detailed design of the following parts of the bridge:</p> <ul style="list-style-type: none"> • Design of superstructure and its parts: deck, main and cross girders, bearings, railing posts, bracings, stiffeners, joints etc. as applicable. • Design of substructure: pier/abutment cap, substructure body • Design of foundation and its part: foundation base, well/pile cap, well steining, pile grouping, individual pile body, pile head, cutting edge, top/bottom plug as applicable. 31 • Design of river training works • Design of approach roads

All the contents of the drawing and summary of reports shall be signed by the respective expert involved, in the format mentioned below: -

Name of Personnel	Designation	Signature	Professional council number

14. Soft (electronic) copies of the part of the report

Two copies of the report in electronic files should be submitted in suitable tools, which shall include the followings:

- Text of main report (in MS Word format)
- Rate analysis and cost estimates (In MS Excel format)
- All the drawings in format compatible to AutoCAD.

15. Appendices

The following should be submitted as appendices to the main report

- a. Declaration should be submitted as appendices to the main report in the format attached herewith
- b. Laboratory test results of subsoil strata as specified in section 3.3 for the TOR
- c. Detailed rate analysis
- d. Certified district rates
- e. Professional liability by each expert

Declaration

We the under signed professionals declare that during the course of preparing the Detailed Project Report of Bridges under {**Contract Package**} we were assigned for our respective professional service by {**Name of Consultant**} and we were fully involved in the assigned professional service throughout from inception to the final report preparation of this DPR. Hence, we understood and fully agree to take the Professional Liability of the work accomplished for accuracy, interpretation, analysis, design etc. contained in this report and shall be accountable at any time in the future in due course of implementation of mentioned project under the contact package by any government agencies.

Name of Key Professional	Position	Signature	Contact Detail (Mobile No./E-mail)

On behalf of {**Name of Consultant**} we undersigned the authorized representative of {**Name of Consultant**} declare that as per the agreement made between {**Name of Client**} and {**Name of Consultant**} for preparation of Detailed Project Report of bridges under {**Contract Package**} dated {**Contract Agreement Date**} above signatories were professionally assigned for the accomplishment of mentioned consulting service for their respective professional service throughout the inception to the final report preparation of this DPR. In addition to the professional liability of the mentioned signatories, we assure you that we shall be fully accountable for the job accomplished by them institutionally at any time during the due course of implementation of mentioned project in the future. In case if any of the above information is found to be false or untrue or misleading or misrepresenting, we are aware that we may be held liable for it.

Name of Authorized Representative:

Signature:

Name of Firm:

Stamp:

Date:

(This Declaration is mandatory during report submission.)

The mandatory points to be noted during preparation and submission of DPR of Bridges.

1. Survey data of cross section, profile along bridge axis should be collected separately and plotted accordingly. The bridge axis profile shall not be taken from contour map plotted with the help of software. These cross-section data should be submitted in a separate pages.

2. Axis points, BMs should be fixed with the use of concrete pegs and photographs with witness of local people should be submitted.
3. Coordinates of axis points, BMs should be collected and submitted to Local Infrastructure Development Project Office, Dhangadhi during draft report submission.

Main Report (points to be included)

Benefited population (Left and Right banks data separately) with Municipality/ Rural Municipality and ward no.

- Requirement of access road and its details with cost estimate included
- Environmental consideration and recommendation of required environmental study needed details as per legal provision
- Complete information of standard Survey Form
- Minutes of meeting with local people.
- Land donation approval form in case of private land
- Recommendation of Municipality/Rural Municipality (wherever possible)
- Photographs of reference points, bridge axis points of buried concrete pillar on both banks of the river.

Design

- All Soft copy (Excel, AutoCAD, CSI Bridge etc) related to the assignment shall be submitted.
- Report shall be duly signed by the key staff as mentioned in RFP document (Team Leader, Designer, Geotechnical Engineer, Highway Engineer, Hydrologist, Socio-economist, etc)
- Design output shall match with market availability (reinforcement, Angles, channels, bearings, expansion joints etc)

Other points

- Office will assist consultant regarding this job but he/she should consult in advance.
- Use current Fiscal Year district rate in rate analysis
- Field Report should include; Completed survey form, minutes of meeting, Land donation approval form in case of private land, Municipality/Rural Municipality recommendation letter, soil investigation report, photographs and description of project.
- Geotechnical Study shall be performed after finalization of bridge axis.
- The employer shall have the rights to provide the similar nature of alternate bridge schemes for DPR preparation if any of the bridges in the agreement is found to be unfeasible/not necessary or DPR already been prepared from other offices.

Additional documents and information which needs to be kept on final report are as follows:

1. Information regarding the road access available or not. If not, provide details with length and other parameter with cost estimate included
2. Is the bridge situated within a national park, protection zone, buffer zone or any other reservation area? If needed, mention and recommend for the type of environmental study to be done for the construction of bridge.
3. Keep details of the relocation item like electric pole, water supply and irrigation infrastructure etc which needs to be relocated if the project is being implemented.
4. Express details about construction material like stone, aggregate, sand etc and the distance from the site along with details of surface condition of road as gravel, blacktop or earthen etc.
5. Provide details regarding the debate if happen about the site survey, bridge axis and land providing for bridge and access road in details. Provide the concurrence from local people (concerned people) and local authority (if applicable).
6. Provide Color photo showing the details of investigation (different phases) and provide D card with clear picture showing the location of RCC Post and other details as well as BM detail

PART II

Section 8. Conditions of Contract and Contract Forms

Foreword

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 :Walkover Survey, Prioritization and Detail Engineering Survey, Soil Investigation, Detail Design and Report Preparation of the Bridges of Package 2.

RFP No.:(LIDPO/DHANGADHI/EOI/MB/RFP-2080-081/02)

between

Local Infrastructure Development Project Office
Sudurpashchim Province, Dhangadhi, Kailali

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, **Local Infrastructure Development Project Office, Sudurpashchim Province, Dhangadhi, Kailali** (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 Advance Payments Guarantee [Use only for donor-funded project only. Specify “Not Applicable” for GoN funded projects]
- 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
**Local Infrastructure Development Project Office,
Sudurpashchim Province, Dhangadhi, Kailali**

Office Chief

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) “Borrower [or Recipient or Beneficiary]” means the Government, Government agency or other entity that signs the financing [or loan/grant/project] agreement with the Development Partner.
 - (d) “Client” means [procuring entity/the implementing/ executing] agency that signs the Contract for the Services with the Selected Consultant.
 - (e) “Consultant” means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
 - (f) “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).
 - (g) “Day” means a working day unless indicated otherwise.
 - (h) “Development Partner (DP)” means the country/institution funding the project **as specified in the SCC**.
 - (i) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
 - (j) “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.
 - (k) “Foreign Currency” means any currency other than the currency of the Client’s country.
 - (l) “GCC” means these General Conditions of Contract.
 - (m) “Government” means the government of Nepal (GoN).
 - (n) “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

Contract	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.
15. Entire Agreement	15.1. 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.
16. Modifications or Variations	16.1. 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.
17. Force Majeure	
a. Definition	<p>17.1. 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.</p> <p>17.2. 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.</p> <p>17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.</p>
b. No Breach of Contract	17.4. 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	<p>17.5. 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.</p> <p>17.6. 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</p>

consequences of any event of Force Majeure.

17.7. 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.

d Extension of Time (EoT)

17.8. 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.

17.9. 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.

17.10. The Consultant shall submit an application to the Client for extension of time, stating the causes for delay with supporting evidence within 7 days before the expiry of the Contract completion date. The approval of EoT shall be subject to verification by the Client whether:

- (a) the consultant had made the best possible efforts to complete the work in due time ,
- (b) the facilities to be provided by the Client as per the contract to the Consultant was made in time or not,
- (c) the delay was as a result of Force Majeure or not.

18. Suspension

18.1. 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.

19. Termination

19.1 This Contract may be terminated by either Party as per provisions set up below:

a. By the Client

19.1.1 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 18 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 48.1;
- (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) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to furnish the professional liability insurance within 30 days from the date of signing of the contract agreement.

19.1.2 Furthermore, if the Client determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive [*or obstructive*] 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

19.1.3 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 Clauses GCC 48.1 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 48.1.

(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

19.1.4 Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, 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 23, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 26, and (iv) any right which a Party may have under the Applicable Law.

d. Cessation of Services

19.1.5 Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, 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 28 or GCC 29.

e. Payment upon Termination

19.1.6 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 19.1.1, 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.

C. OBLIGATIONS OF THE CONSULTANT

20. General

a. Standard of Performance

20.1 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.

20.2 The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.

20.3 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.

b. Law Applicable to Services

20.4 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.

20.5 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.

20.6 The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

21. Conflict of Interests

21.1 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 Commissions, Discounts, etc.

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 39 through 45) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, 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.

21.1.2 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**

21.1.3 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**

21.1.4 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**

21.1.5 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.
- 22. Conduct of Consultants**
- 22.1 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.
- 22.2 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

23. Confidentiality

23.1 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.

24. Liability of the Consultant

24.1 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.

25. Insurance to be Taken out by the Consultant

25.1 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 13.

25.2 The Consultant shall take out and maintain professional liability insurance within 30 days of signing of the contract agreement.

26. Accounting, Inspection and Auditing

26.1 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.

26.2. 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 GCC26.2 constitute a prohibited practice subject to contract termination.

27. 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.

28. Proprietary Rights of the Client in Reports and

28.1 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

Records

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.

28.2 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**.

29. Equipment, Vehicles and Materials

and

29.1 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.

29.2 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.

D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

30. Description of Key Experts

30.1 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**.

31. Replacement of Key Experts

31.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.

31.2 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.

32. Removal of Experts

32.1 If the Client finds that any of the Experts or Sub-consultant

or Sub-consultants 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 [or obstructive] practice while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.

32.2 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.

32.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.

32.4 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

- 33. Assistance and Exemptions** 33.1 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 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**.

34. Access to Project Site

34.1 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.

35. Change in the Applicable Law Related to Taxes and Duties

35.1 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 39.1.

36. Services, Facilities and Property of the Client

36.1 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**.

37. Counterpart Personnel

37.1 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**.

37.2 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 39.2

37.3 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.

38. Payment Obligation

38.1 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

- 39. Contract Price**
- 39.1 The Contract price is fixed and is set forth in the **SCC**. The Contract price breakdown is provided in **Appendix C**.
- 39.2 Any change to the Contract price specified in Clause 39.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in **Appendix A**.
- 40. Taxes and Duties**
- 40.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract.
- 41. Currency of Payment**
- 41.1 Any payment under this Contract shall be made in the currency (ies) specified in the **SCC**.
- 42. Mode of Billing and Payment**
- 42.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 39.1.
- 42.2 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**.
- 42.2.1 Advance payment: 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**. 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.
- 42.2.2 The Lump-Sum Installment Payments. 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.
- 42.2.3 The Final Payment .The final payment under this Clause shall be made only after the final report I 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.

42.2.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the **SCC**.

42.2.5 With the exception of the final payment under 41.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder.

43. Retention

43.1. 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.

43.2. 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 42.2.3 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.

44. Interest on Delayed Payments

44.1. If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 42.2.2, 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.

45. Liquidated Damages

45.1. 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

46. Good Faith

46.1 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.

H. SETTLEMENT OF DISPUTES

47. Amicable Settlement

47.1 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.

47.2 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 48.1 shall apply.

48. Dispute Resolution

48.1 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

49. Blacklisting

49.1 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 22..2,
- b) if the Consultant fails to sign an agreement pursuant to Information to Consultants Clause 29.3,
- 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.

49.2 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.

III. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
6.1 and 6.2	<p>The addresses are:</p> <p>Client : Local Infrastructure Development Project Office, Dhangadhi, Kailali</p> <p>Attention : Office Chief _____</p> <p>Facsimile : _____</p> <p>E-mail (where permitted): lidposudurpashchim@gmail.com</p> <p>Consultant : as mentioned in memorandum of Agreement</p> <p>Attention : _____</p> <p>Facsimile : _____</p> <p>E-mail (where permitted) : _____</p>
8.1	<p><i>[If the Consultant consists only of one entity, state "N/A"; OR 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></p> <p>The Lead Member on behalf of the JV is as mentioned in JV Agreement</p>
9.1	<p>The Authorized Representatives are:</p> <p>For the Client: <u>Office Chief</u> _____</p> <p>For the Consultant: as authorization letter mentioned by the firm</p>
12.1	<p>Termination of Contract for Failure to Become Effective:</p> <p>The time period shall be : 30 days from issuance of work order</p>
13.1	<p>Commencement of Services:</p> <p>The number of days shall be: 7 days from issuance of work order</p> <p>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.</p>
14.1	<p>Expiration of Contract:</p> <p>The time period shall be 12 weeks from the Agreement date.</p>
21 b.	<p>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 21.1.3</p>

24.1	<p>“Limitation of the Consultant’s Liability towards the Client:</p> <p>(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:</p> <p>(i) for any indirect or consequential loss or damage; and</p> <p>(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;</p> <p>(b) This limitation of liability shall not</p> <p>(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;</p> <p>(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.</p>
25.1	<p>The insurance coverage against the risks shall be as follows:</p> <p>(a) Professional liability insurance, with a minimum coverage of 100% of the total amount of the contract.</p>
28.1	
28.2	<p>The Consultant shall not use these <i>documents</i> for purposes unrelated to this Contract without the prior written approval of the Client.</p>
33.1 (a) through (f)	
33.1(g)	
39.1	<p>The Contract price is: as mentioned in memorandum of Agreement.</p>
42.2	<p>The payment schedule:</p> <p>As per TOR.</p>
42.2.1	
42.2.4	<p>The accounts are:</p>

	NRs
43.1	The proportion of payments retained is: 5%
44.1	The interest rate is: 7%
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.	(b) Contracts with domestic consultants: Amicably between two parties

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 E –MINUTES OF NEGOTIATION MEETINGS

BILL OF QUANTITIES

Project Name: Walkover Survey, Prioritization and Detail Engineering Survey, Soil Investigation, Detail Design and Report Preparation of the Bridges of Package 2 (No of bridge=3) (EOI No:- LIDPO/DHANGADHI /EOI/MB/2080-081/02)

SN	Descriptions	Unit	Quantity	Rate (excluding VAT), NRs		Amount (NRs)	Remarks
				In Figure	In Words		
1	Walkover Survey, Prioritization and Report Preparation of Bridges	Nos	3				
2	Detail Engineering Survey, Detail Design of the bridges including transportation of personals, Tools & Equipment for survey, stationary and logistic support and Report Preparation of Bridges.	Nos	3				
3	Detail soil investigation (Drilling of bore holes and carrying out specified field and laboratory tests) including transportation of personals and drilling equipment, taking disturbed and undisturbed sample, providing and installing piezometers, carrying out SPT Test and other necessary test, analysis, reporting all complete.						
3.1	Drilling (0-25m) in clayey, sandy soil, gravel mixed or gravel, pebbles, cobbles, boulders, soft and hard rock including erection, equipment setups, mobilization and demobilization of equipment & accessories all complete as per TOR.	Rm	120				
Sub-Total							
VAT @ 13%							
Grand Total							

Total Amount in Words:

