

Government of Nepal  
Ministry of Physical Planning and Works  
**Department of Roads**  
Bridge Project

# **Request for Proposal**

for

**Consulting Services**

for

## **Special Inspection, Assessment, Design and Supervision of Maintenance and Repair works of**

- Bagmati Bridge on Ring Road(Tilganga), Kathmandu
- Bagmati Bridge on Ring Road(Balkhu),
- Bagmati Bridge on Arniko Highway

## **Part – I**

# **TECHNICAL PROPOSAL**

Notice No.:

**Contract No. : BP/337158-4/BMDS/2068/69-05**

**Consultant's Name and address:**

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## Section 1. Letter of Invitation

Kathmandu, 2068/09/11

Dear

1. Government of Nepal (GoN) has allocated fund toward the cost of Consulting Services for Maintenance and Repair of Bridges and intends to apply a portion of this fund to eligible payments under this Contract.
2. The Department of Roads, Bridge Project now invites proposals to provide the following consulting services: ***Special Inspection, Assessment ,Design and Supervision of Maintenance and Repair of following Bridges:***

***Package no. BP/337158-4/BMDS/2068/69-05***

- ***Bagmati Bridge on Ring Road(Tilganga), Kathmandu***
- ***Bagmati Bridge on Ring Road(Balkhu),***
- ***Bagmati Bridge on Arniko Highway***

More details on the services are provided in the attached Terms of Reference.

3. The Request for Proposal (RFP) has been addressed to the following shortlisted consultants:
  - East/ECOCODE/UNEC/RIDARC JV, Kathmandu
  - SASCON (P) LTD. Kathmandu
  - GIDA/Technocrat JV, Kathmandu
  - GEOCOM/TMS JV, Kathmandu
  - WELINK/Material JV Kathmandu
  - Nepal Consult (P). Ltd. Lalitpur
  - Fuji Int'l Design Associates, Kathmandu
  - Naya RastriyaEngineering Consultancy (P). Ltd. Lalitpur
  - MEH Consultant (P). Ltd. Kathmandu
  - Silt Consultant(P). Ltd. Kathmandu
  - Full Bright Consultancy (P). Ltd. Kathmandu
  - Multi Disiplinary Consultancy (P). Ltd in association with Himel Integrated, Lalitpur
  - Eastern Engineering Consultant, Kathmandu
  - TAEC Consult (P). Ltd. Kathmandu
  - Hydro TransAviyan JV, Kathmandu
  - Bridge Consultancy, Kathmandu
4. A consultant will be selected under Quality- and Cost-Based Selection (QCBS), and procedures described in this RFP.
5. The RFP includes the following documents:

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Section 1 - Letter of Invitation  
Section 2 - Information to Consultants  
Section 3 - Technical Proposal - Standard Forms  
Section 4 - Financial Proposal - Standard Forms  
Section 5 - Terms of Reference  
Section 6 - Standard Forms of Contract.

6. Please inform us, upon receipt:

- (a) that you received the letter of invitation; and
- (b) Whether you will submit a proposal alone or in association.

7. The deadline for submission of the proposals is 30th day from the date of issue of this letter.

Yours sincerely,

Krityanand Thakur  
Project Manager  
Bridge Project  
Department of Roads

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## Section 2. Information to Consultants

### 1. Introduction

- 1.1 The Client named in the Data Sheet will select a consultant among those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.
- 1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, for services as specified in the Data Sheet. The proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected consultant.
- 1.3 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first hand information on the assignment and on the local conditions, consultants are encouraged to visit the Client before submitting a proposal and are advised to attend a pre-proposal conference if one is specified in the Data Sheet.
- 1.4 The Client will provide the inputs specified in the Data Sheet, assist the consultant in obtaining licences and permits needed to carry out the services, and make available relevant project data and reports.
- 1.5 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.
- 1.6 GoN (or Donor Agency) policy requires that consultants provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.
  - 1.7.1 Without limitation on the generality of this rule, consultants shall not be hired under the circumstances set forth below:
    - a. A consultant, which has been engaged by the Client to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing consulting services for the same project. Conversely, consultants hired to provide consulting services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the consultant's earlier consulting services) for the same project.
    - b. Consultants or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the consultants.
  - 1.7.2 Any previous or ongoing participation in relation to the assignment by the consultant, its professional staff or affiliates or associates under a contract with the GoN may result in rejection of the proposal. Consultants should clarify their situation in that respect with the Client before preparing the proposal.

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- 1.8 It is the GoN's policy to require its implementing agencies, as well as consultants under GoN (or Donor Agency) financed contracts, to observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the GoN:
- a. defines, for the purposes of this provision, the terms set forth below as follows:
    - i. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and
    - ii. "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Client, and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive the borrower of the benefits of free and open competition.
  - b. will reject a proposal for award if it determines that the consultant recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;
  - c. will cancel the consultant's contract if it at any time determines that corrupt or fraudulent practices were engaged in by representatives of the consultant or the Client during the selection process or the execution of that contract;
  - d. will debar a consultant for a stated period of time, to be awarded a contract if it at any time determines that the consultant has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract; and
  - e. will have the right to require that, a provision be included requiring consultants to permit the Client inspect their accounts and records relating to the performance of the contract and to have them audited by auditors appointed by the Client.
- 1.9 Consultants shall not be under a debarment for corrupt and fraudulent practices issued by GoN accordance with the above sub para. 1.8 (d).
- 1.10 Consultants shall be aware of the provisions on fraud and corruption stated in the Standard Contract under the clauses indicated in the Data Sheet.

**2. Clarification and Amendment of RFP Documents**

- 2.1 Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile, or electronic mail to the Client's address indicated in the Data Sheet. The Client will respond by cable, telex, facsimile, or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.
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- 2.2 At any time before the submission of proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited consultant, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex, facsimile, or electronic mail to all invited consultants and will be binding on them. The Client may at its discretion extend the deadline for the submission of proposals.
- 3. Preparation of Proposal**
- Technical Proposal**
- 3.1 Consultants are requested to submit a proposal Sub - Clause 1.2 written in the language(s) specified in the Data Sheet.
- 3.2 In preparing the Technical Proposal (TP), consultants are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.
- 3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:
- i. If a consultant considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other consultants or entities in a joint venture or sub-consultancy, as appropriate. Consultants may associate with the other consultants invited for this assignment only with approval of the Client as indicated in the Data Sheet. Consultants must obtain the approval of the Client to enter into a joint venture with consultants not invited for this assignment.
  - ii. For assignments on a staff-time basis, the estimated number of professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of professional staff-months estimated by the consultant. For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.
  - iii. It is desirable that the majority of the key professional staff proposed be permanent employees of the consultant or have an extended and stable working relationship with it.
  - iv. Proposed professional staff must, at a minimum, have the experience indicated in the Data Sheet, preferably working under conditions similar to those prevailing in Nepal.
  - v. Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
  - vi. Reports to be issued by the consultants as part of this assignment must be in the language(s) as specified in the Data Sheet.
- 3.4 The Technical Proposal shall provide the following information using the attached Standard Forms (Section 3):
- i. A brief description of the consultant's organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, *inter alia*, the client, location and duration of the assignment, contract amount, and consultant's involvement.
  - ii. Any comments or suggestions on the Terms of Reference and
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on the data, a list of services, and facilities to be provided by the Client (Section 3C).

- iii. A description of the methodology and work plan for performing the assignment (Section 3D).
- iv. The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 3E).
- v. CVs recently signed by the proposed professional staff and the authorised representative submitting the proposal (Section 3F). Key information should include number of years working for the consultant/entity and degree of responsibility held in various assignments during the last ten (10) years.
- vi. Estimates of the total staff input (professional and support staff; staff time) needed to carry out the assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member (Sections 3E and 3G).
- vii. A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.
- viii. Any additional information requested in the Data Sheet.

3.5 The Technical Proposal shall not include any financial information.

**Financial Proposal**

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

3.7 The Financial Proposal should include all duties, taxes and other levies , and other charges imposed under the applicable law payable by the Consultant under the Contract or for any other cause.

3.8 Consultants shall express the price of their services in Nepalese Rupees.

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

**4. Submission, Receipt, and Opening of Proposals**

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

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- 4.2 An authorized representative of the Consultants shall put his/her initial on all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal.
  - 4.3 For each proposal, the consultants shall prepare the number of copies indicated in the Data Sheet. Each Technical Proposal and Financial Proposal shall be marked "**ORIGINAL**" or "**COPY**" as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original governs.
  - 4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "**Technical Proposal,**" and the original and all copies of the Financial Proposal in a sealed envelope clearly marked "**FINANCIAL PROPOSAL**" and warning: "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**" Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Data Sheet and be clearly marked, "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE.**"
  - 4.5 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Data Sheet. Any proposal received after the closing time for submission of proposals shall be returned unopened.
  - 4.6 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the evaluation committee. The Financial Proposal shall remain sealed and deposited with the Client's Procurement Unit until all submitted proposals are opened publicly.

## 5. Proposal Evaluation

### General

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

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

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

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

**Public Opening and Evaluation of Financial Proposals (QCBS, FBS, LCBS)**

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

5.7 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the technical scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.

5.8 The evaluation committee will determine whether the Financial Proposals are complete (i.e., whether they have costed all items of the corresponding Technical Proposals; if not, the Client will cost them and add their cost to the initial price), correct any computational errors.

5.9 In case of Fixed Budget Selection (FBS), the consultant's Financial Proposals with cost more than the specified fixed budget ceiling by the Client in Data Sheet shall be rejected.

5.10 In case of Least Cost Based Selection (LCBS), the consultant's proposal which has scored the minimum pass mark in the Technical proposal and is of the least cost in the financial proposal shall be invited for negotiation.

5.11 In case of QCBS and FBS with financial proposal within specified fixed budget ceiling, the lowest Financial Proposal ( $F_m$ ) will be given a financial score ( $S_f$ ) of 100 points. The financial scores ( $S_f$ ) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical ( $S_t$ ) and financial ( $S_f$ ) scores using the weights ( $T$  = the weight given to the Technical Proposal;  $P$  = the weight given to the Financial Proposal;  $T + P = 1$ ) indicated in the Data Sheet:  $S = S_t \times T\% + S_f \times P\%$ . The consultant achieving the highest combined technical and financial score will be invited for negotiations.

**6. Negotiations**

6.1 Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.

6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the consultant to improve the Terms of Reference. The Client and consultant will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the contract. Special attention will be paid to getting the most the consultant can offer within the available budget and to clearly defining

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the inputs required from the Client to ensure satisfactory implementation of the assignment.

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

## **7. Award of Contract**

- 7.1 Pursuant to Sub-Clause 6.5, the consultant, with whom agreement is reached following negotiation, shall be selected for approval of his proposal and the Client shall notify it's intention to accept the proposal to the selected consultant and other short-listed consultants within 7 days of selection of the winning proposal.
- 7.2 Any consultant, who has submitted a proposal and is not satisfied with the procurement process or Client's decision provided as per Sub - Clause 7.1 and believes that the Client has committed an error or breach of duty which has or will result in loss to him then the consultant may give an application for review of the decision to the Client with reference to the error or breach of duty committed by the Client. The review application should be given within 7 days of receipt of information regarding the issue of letter by the Client notifying it's intention to accept the winning proposal pursuant to Sub Clause 7.1.
- 7.3 If the review application is not received by the Client pursuant to Sub-Clause 7.2 then the proposal of the Consultant, selected as per Sub-Clause 7.1 shall be accepted and the successful consultant shall be notified to come for signing the Agreement within 15 days.
- 7.4 If the Consultant fails to sign an agreement pursuant to Sub-Clause 7.3 then the Client will invite the consultant whose proposal received the next highest score to negotiate a contract.
- 7.5 If a review application is received by the Client pursuant to Clause 7.1 then the Client will clarify and respond within 5 days of receiving such application
- 7.6 If the applicant is not satisfied with the decision given by the procuring
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entity and/ or the decision is not given by the Procuring Entity Chief within 5 days then the applicant can file a complaint to the Review committee within 7 days.

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

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

**8. Confidentiality**

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

**9. Conduct of Consultants**

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

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

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

**10. Blacklisting Consultant**

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

- a) if it is proved that the bidder committed acts pursuant to the Information to Consultants clause 9.2,
  - b) if the bidder fails to sign an agreement pursuant to Information to Consultants clause 7.3,
  - c) if it is proved later that the bidder/contractor has committed substantial defect in implementation of the contract or has not substantially fulfilled his obligations under the contract or the completed work is not of the specified quality as per the contract
  - d) if convicted by a court of law in a criminal offence which
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- disqualifies the consultant from participating in the contract.
- e) if it is proved that the contract agreement signed by the consultant was based on false or misrepresentation of consultant's qualification information,
  - f) other acts mentioned in the Data Sheet or SCC

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

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## Information to Consultants

### DATA SHEET

Clause  
Reference

|      |   |
|------|---|
| 1.1  | <p>The name of the Client is:</p> <p><b><i>The Department of Roads<br/>Bridge Project</i></b></p> <p>The method of selection is: <b><i>Quality- and Cost-Based Selection (QCBS)</i></b></p>   |
| 1.2  | <p>The name, objectives, and description of the assignment are:</p> <p>Name : <b><i>Special inspection , Assessment and Design and Supervision of Maintenance and Repair of</i></b></p> <ul style="list-style-type: none"><li>• Bagmati Bridge on Ring Road(Tilganga), Kathmandu</li><li>• Bagmati Bridge on Ring Road(Balkhu),</li><li>• Bagmati Bridge on Arniko Highway</li></ul> <p>Objectives: <b><i>Maintenance and Repair of</i></b></p> <ul style="list-style-type: none"><li>• Bagmati Bridge on Ring Road(Tilganga), Kathmandu</li><li>• Bagmati Bridge on Ring Road(Balkhu),</li><li>• Bagmati Bridge on Arniko Highway</li></ul> <p>Description: <b><i>Special inspection , Assessment , Design and Supervision of Maintenance and Repair of</i></b></p> <ul style="list-style-type: none"><li>• Bagmati Bridge on Ring Road(Tilganga), Kathmandu</li><li>• Bagmati Bridge on Ring Road(Balkhu),</li><li>• Bagmati Bridge on Arniko Highway</li></ul> |
| 1.3  | <p>A pre-proposal conference will be held on 15 th day from the date of issue of RFP at 12:00 at the Department of Roads, Bridge Project,Babarmahal,Kathmandu</p> <p>The name(s), address(es), and telephone numbers of the Client's official(s) are:</p> <p>Name:<b><i>Krityanand Thakur</i></b></p> <p>Address:<b><i>Project Manager</i></b></p> <p>Telephone No. :<b><i>977-1-4262693 ext. 2312</i></b></p>  |
| 1.4  | <p>The Client will provide the following inputs: <b>NA</b></p>  |
| 1.10 |   |

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|     | The clauses on fraud and corruption in the Contract are: <b>NA</b>   |
| 2.1 | Clarifications may be requested <b>7 days</b> before the submission date<br>The address for requesting clarifications is:<br><b>Department of Roads</b><br><b>Bridge Project</b><br><b>Babarmahal</b><br><b>Kathmandu, Nepal</b>   |
| 3.1 | Proposals should be submitted in the following language(s): <b>English</b>   |
| 3.3 | (i) Short listed consultants/entity <b>may not</b> associate with other short listed consultants:<br>(ii) The estimated number of professional staff-months required for the assignment is: <b>NA</b><br>Available Budget for Fixed Budget Assignment : <b>NA</b><br>(iv) The minimum required experience of proposed professional staff is: <b>As indicated in the TOR</b><br>(vi) Reports that are part of the assignment must be written in the following language(s): <b>English</b> |
| 3.4 | (vii) Training is a specific component of this assignment: <b>No</b><br>(viii) Additional information in the Technical Proposal includes: <b>See TOR</b>   |
| 3.9 | Proposals must remain valid for <b>90 days</b> after the submission date.  |
| 4.3 | Consultants must submit an original and <b>no</b> additional copies of each proposal:  |
| 4.4 | The proposal submission address:<br><b>Department of Roads</b><br><b>Bridge Project</b><br><b>Babarmahal</b><br><b>Kathmandu, Nepal</b><br>Information on the outer envelope should also include : <b>Name of the Project or consulting services</b>   |
| 4.5 | Proposals must be submitted no later than: <b>30 days from the date of issue of the proposal.</b>  |
| 5.1 | The address to send information to the Client is :   |

|   | <p><b>Department of Roads</b><br/> <b>Bridge Project</b><br/> <b>Babarmahal</b><br/> <b>Kathmandu, Nepal</b></p>  |  |        |  |    |   |    |   |    |                                       |    |              |     |
|---|---|--|--------|--|----|---|----|---|----|---------------------------------------|----|--------------|-----|
| 5.3   | <p>The number of points to be given under each of the evaluation criteria are:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;"></th> <th style="text-align: right; border-bottom: 1px solid black;">Points</th> </tr> </thead> <tbody> <tr> <td>(i) Relevant experience of the consultants</td> <td style="text-align: right;">10</td> </tr> <tr> <td>(ii) Understanding of the TOR and Methodology of work</td> <td style="text-align: right;">40</td> </tr> <tr> <td>(iii) Qualifications and competence of the proposed key personals</td> <td style="text-align: right;">40</td> </tr> <tr> <td>(iv) Technology transfer and training</td> <td style="text-align: right;">10</td> </tr> <tr> <td style="text-align: center;">Total Points</td> <td style="text-align: right;">100</td> </tr> </tbody> </table> <p>Minimum total technical score required to pass is <b>65%</b></p> |  | Points | (i) Relevant experience of the consultants | 10 | (ii) Understanding of the TOR and Methodology of work | 40 | (iii) Qualifications and competence of the proposed key personals | 40 | (iv) Technology transfer and training | 10 | Total Points | 100 |
|   | Points  |  |        |  |    |   |    |   |    |                                       |    |              |     |
| (i) Relevant experience of the consultants                        | 10  |  |        |  |    |   |    |   |    |                                       |    |              |     |
| (ii) Understanding of the TOR and Methodology of work             | 40  |  |        |  |    |   |    |   |    |                                       |    |              |     |
| (iii) Qualifications and competence of the proposed key personals | 40  |  |        |  |    |   |    |   |    |                                       |    |              |     |
| (iv) Technology transfer and training                             | 10  |  |        |  |    |   |    |   |    |                                       |    |              |     |
| Total Points  | 100   |  |        |  |    |   |    |   |    |                                       |    |              |     |
| 5.8   | The fixed Budget Ceiling for the assignment is : <b>NA</b>  |  |        |  |    |   |    |   |    |                                       |    |              |     |
| 5.10  | <p>The formula for determining the financial scores is the following:<br/> <b><math>Sf = 100 \times Fm/F</math></b>, in which <i>Sf</i> is the financial score, <i>Fm</i> is the lowest price and <i>F</i> the price of the proposal under consideration,<br/> The weights given to the technical and Financial Proposals are:<br/> T (Technical Proposal) = <b>0.8</b><br/> P (Financial Proposal) = <b>0.2</b></p>  |  |        |  |    |   |    |   |    |                                       |    |              |     |
| 6.1   | <p>The address for negotiations is:<br/> <b>Department of Roads</b><br/> <b>Bridge Project</b><br/> <b>Babarmahal</b><br/> <b>Kathmandu, Nepal</b></p>  |  |        |  |    |   |    |   |    |                                       |    |              |     |
| 7.6   | The assignment is expected to commence <b>on or before 7 days from the date of signing of the contract</b>  |  |        |  |    |   |    |   |    |                                       |    |              |     |

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## **Section 3. Technical Proposal - Standard Forms**

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

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### 3A. PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Client]

Ladies/Gentlemen:

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

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

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

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Consultant:

Address:

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### 3B. CONSULTANT'S REFERENCES

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

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

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

Consultant's Name: \_\_\_\_\_

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

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On the Terms of Reference:

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

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

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

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**3D. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR  
PERFORMING THE ASSIGNMENT-SEE TOR**

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### 3E. TEAM COMPOSITION AND TASK ASSIGNMENTS

| 1. Technical/Managerial Staff |          |      |
|-------------------------------|----------|------|
| Name                          | Position | Task |
|                               |          |      |
|                               |          |      |
|                               |          |      |
|                               |          |      |
|                               |          |      |

| 2. Support Staff |          |      |
|------------------|----------|------|
| Name             | Position | Task |
|                  |          |      |
|                  |          |      |
|                  |          |      |
|                  |          |      |

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### **3F. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF**

Proposed Position: \_\_\_\_\_

Name of Consultant: \_\_\_\_\_

Name of Staff: \_\_\_\_\_

Profession: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Years with Consultant/Entity: \_\_\_\_\_ Nationality: \_\_\_\_\_

Membership in Professional Societies: \_\_\_\_\_

\_\_\_\_\_

Detailed Tasks Assigned: \_\_\_\_\_

\_\_\_\_\_

#### **Key Qualifications:**

*[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]*

\_\_\_\_\_

#### **Education:**

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

\_\_\_\_\_

#### **Employment Record:**

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

\_\_\_\_\_

#### **Languages:**

*[For each language indicate proficiency: excellent, good, fair, or poor in speaking, reading, and writing.]*

\_\_\_\_\_

#### **Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

\_\_\_\_\_  
*[Signature of staff member and authorized representative of the consultant]* Date: \_\_\_\_\_  
Day/Month/Year

Full name of staff member: \_\_\_\_\_

Full name of authorized representative: \_\_\_\_\_

\_\_\_\_\_

**3G. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL- SEE TOR**

**3H. ACTIVITY (WORK) SCHEDULE**

**A. Field Investigation and Study Items**

|                 | <i>[1st, 2nd, etc. are months from the start of assignment.]</i> |     |     |     |     |     |     |     |     |      |      |      |
|-----------------|--|-----|-----|-----|-----|-----|-----|-----|-----|------|------|------|
|                 | 1st  | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th | 9th | 10th | 11th | 12th |
| Activity (Work) |  |     |     |     |     |     |     |     |     |      |      |      |
| _____           |  |     |     |     |     |     |     |     |     |      |      |      |
| _____           |  |     |     |     |     |     |     |     |     |      |      |      |
| _____           |  |     |     |     |     |     |     |     |     |      |      |      |
| _____           |  |     |     |     |     |     |     |     |     |      |      |      |

**B. Completion and Submission of Reports**

| Reports   | Date |
|---|------|
| 1. Inception Report   |      |
| 2. Interim Progress Report<br>(a) First Status Report<br>(b) Second Status Report |      |
| 3. Draft Report   |      |
| 4. Final Report   |      |

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Government of Nepal  
Ministry of Physical Planning and Works  
**Department of Roads**  
Bridge Project

# **Request for Proposal**

for

**Consulting Services**

for

## **Special Inspection , Assessment, Design and Supervision of Maintenance and Repair works of**

- Bagmati Bridge on Ring Road(Tilganga), Kathmandu
- Bagmati Bridge on Ring Road(Balkhu),
- Bagmati Bridge on Arniko Highway

## **Part – II FINANCIAL PROPOSAL**

**Notice No.:**

**Contract No. : BP/337158-4/BMDS/2068/69-05**

**Consultant's Name and address:**

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## **Section 4. Financial Proposal - Standard Forms**

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

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## 4A. FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Client]

Ladies/Gentlemen:

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

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

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

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Consultant:

Address:

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**4B. SUMMARY OF COSTS**  
**BILL OF QUANTITIES**

Government of Nepal  
 Ministry of Physical Planning and Works  
 Department of Roads  
**BRIDGE PROJECT**

**BILL OF QUANTITIES**

**Special Inspection, Assessment, Design and Supervision of Maintenance and Repair works of**

Package no.BP-660-BMDS-068/69-05

- 1 Bagmati Bridge on Ring Road(Tilganga), Kathmandu
- 2 Bagmati Bridge on Ring Road(Balkhu),
- 3 Bagmati Bridge on Arniko Highway

| SN | Particulars  | Unit  | Total quantity | Rates, Rs, excluding VAT  |          | Amount | Remarks                  |
|----|--|-------|----------------|---------------------------|----------|--------|--------------------------|
|    |  |       |                | In figure                 | In words |        |                          |
| 1  | Detailed principal inspection , assessment of repair and remedial works,preparation of cost estimates and bidding documents as per the TOR | Job   | 3              |                           |          |        | 1 job for each bridge    |
| 2  | Supervision of the bridge repair works as per the TOR  | Month | 9              |                           |          |        | 3 months for each bridge |
|    |  |       |                | Total (Rs.)               |          |        |                          |
|    |  |       |                | VAT                       |          |        |                          |
|    |  |       |                | <b>Grand total (NRs.)</b> |          |        |                          |

Submitted by:

Name:

Designation:

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**4C. BREAKDOWN OF PRICE PER ACTIVITY(NOT APPLICABLE)**

**4D. BREAKDOWN OF REMUNERATION PER ACTIVITY(NOT APPLICABLE)**

**4E. REIMBURSABLES PER ACTIVITY(NOT APPLICABLE)**

**4F. MISCELLANEOUS EXPENSES(NOT APPLICABLE)**

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## Section 5. TERMS OF REFERENCE

### For Special Inspection, Assessment, Design and Supervision of Maintenance and Repair of Bridges

#### 1. Introduction:

The Department of Roads is responsible to maintain and preserve the bridge assets of the Strategic Road Network. Early and timely planned maintenance is essential in order to prolong the intended life of the bridge structures and to achieve optimum utilization of the scarce financial resources of the country. In last few years, some of the bridges are demanding greater degree of maintenance activities as safety and serviceability conditions of these bridges are at higher degree of risk.

Therefore, the Department of Roads, Bridge Project (herein after referred as "the DOR" or as "the Department"), intends to utilize services of engineering consulting firm/s experienced in the field of Motorable Bridge Design and/or Maintenance for providing engineering consulting services for Bridge Condition Assessment and Maintenance Design Works of the following bridges.

| Package   | Name of the Bridge                                  | Length (M) | Proposed Works   |
|-----------|---|------------|--|
| Package-1 | Maikhola Bridge, Mechi Highway                      | 54         | Special Inspection, Assessment, Design and Supervision of Maintenance of bridge. This includes the design of bridge decking. |
| Package-2 | Tamor Bridge on Koshi Highway                       | 50+100+50  | Special Inspection, Assessment, Design and Supervision of Maintenance of bridge. This includes the design of bridge decking. |
| Package-3 | Chameliya Bridge on Mahakali Highway                | 3*40       | Special Inspection, Assessment, Design and Supervision of Maintenance of bridge.   |
| Package-4 | 1. Bishnumati Bridge on Ring Road, Kathmandu        | 2*16.5     | Special Inspection, Assessment, Design and Supervision of Maintenance of bridge.   |
|           | 2. Bishnumati Bridge, TRP, Teku                     | 8*10       |  |
|           | 3. Arun Khola Bridge on MRM                         | 4*54       |  |
| Package-5 | 4. Bagmati Bridge on Ring Road(Tilganga), Kathmandu | 3*17       | Special Inspection, Assessment, Design and Supervision of Maintenance of bridge. .   |
|           | 5. Bagmati Bridge on Ring Road(Balkhu),             | 8*15       |  |
|           | 6. Bagmati Bridge on Arniko Highway                 | 5*17       |  |

#### 2. Objectives

The proposed consultancy services intends to carry out special Inspection, Assessment of Repair and Remedial works including design of the maintenance of the above bridges .

#### 3. Scope of Works

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The work should be done on two phases viz. *The Design Phase* and *the Maintenance and Repair Phase*. The scope of works during each phase is described below.

### **3.1 Scope of Works during Design Phase**

The principal services to be provided by the consultants to fulfil the objective of the services are detailed below. However, these services are indicative of the overall tasks to be performed by the consultants. The consultant shall be responsible for carrying out all necessary detail of bridge Inspection, Assessment of repairs and remedial measures of the maintenance work including geological and geotechnical investigations, necessary laboratory testing. The consultants should refer to other Bridge maintenance reports, however the responsibility for verification of the accuracy of the data, findings and conclusion contained therein shall rest with the design consultants. The consultant shall carry out their services in accordance with accepted professional standards, utilising sound engineering and economic practices.

#### **3.1.1 Bridges inspection and Recording**

Using the Inspection Manual(will be made available from the Bridge Project) published by the DOR as a guide, complete the appropriate inspection report forms. Use separate inspection forms other than that suggested in the Manual, if the consultant feels necessary. The condition, extent and urgency are noted in the form. Also identify the required maintenance items and record in appropriate forms / sheets. No component of the bridge shall be left without inspection.

#### **3.1.2 Preparation of General Arrangement of the Bridge**

A General Arrangement of the existing bridge shall be prepared and all the relevant features such as bank conditions, slope conditions and any other features that has relevance in undertaking maintenance / safety of the bridge. The general arrangement prepared during the design and construction of the bridge shall be used as base map as far as possible. If it is not available, then it shall be prepared by noting down existing features of the bridge and ground conditions.

#### **3.1.3 Bridge Condition Assessment and Evaluation**

The existing conditions of the bridge shall be assessed in detail to identify any defects / damages in the bridge. The bridge condition shall be evaluated to check its serviceability and safety conditions for the existing and expected traffic volume in its estimated service life.

#### **3.1.4 Preparation of Maintenance Design and Drawings**

Based on the bridge condition assessment and evaluation report, all the bridge components/parts requiring maintenance/repair/replacement, design and drawings shall be prepared.

#### **3.1.5 Preparation of Cost Estimate and Bid Documents**

A detailed cost estimate of the bridge maintenance works shall be prepared. The departmental norms and specification shall be used for the maintenance and repair works. For the items for which departmental norms and specifications are not available, the consultant shall provide the estimates of such items by following norms used in other agencies for similar works. Specifications shall also be provided by the consultant for items which are not available in approved specification of the Department of Roads.

The consultant shall prepare procurement plan, prepare suitable Bid Documents as agreed with DOR for the procurement of the works for each package based on the standard bidding documents of the Public Procurement Act 2006, Public Procurement Regulation 2006 and Public Works Directives (PWD) 2002 or in the format as agreed with DOR.

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### **3.1.6 Miscellaneous**

If not covered by aforesaid, the Consultants shall perform other studies, explorations, tests surveys, calculations, etc. required to produce full and complete set of working drawings, specifications, bills of quantities, requirement of materials and complete cost estimates for the bridge/s including related works based upon which construction activities can be started to complete without further study and/or reference to them.

### **3.1.7 Reporting**

In accordance with DOR's standard and procedures the consultant shall submit reports as under:

#### **3.1.7.1 Field Report**

This report will contain General Arrangement of the existing bridge showing overall bridge site condition, bridge type etc. Field report shall be submitted to DOR in two copies and should be discussed with DOR. This should contain Index map as well as location map of the bridge with respect to complete road network of the district.

#### **3.1.7.2 Preliminary Maintenance Design Report**

This report shall contain the preliminary maintenance design concepts and short descriptions relating to the proposed structure and its major components, e.g. superstructure, pier, foundations river training/ bank protection structures, approach road etc. This report shall be submitted in two copies and the content shall be discussed with DOR before proceeding to the detailed design of the bridge. The DOR may also ask to present the Preliminary Design Report to the DOR audience. The cost of such presentation shall be borne by the Consultants.

#### **3.1.7.3 Draft Report**

This report shall in all respect be complete, containing all the required components of the design and be presented in clear and easy to refer formats as per the general design guidance attached. The report shall consist of Main Report, Drawings, Design Calculations, – BOQ and Special Provisions to Standard Specifications, if any, *appendices* etc.

#### **3.1.7.4 Presentation of the Draft Report**

The Consultants may be requested to present the maintenance design report in specified format and defend it to the DOR 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 Bridge Project and the consultants. The cost of such presentation shall be borne by the consultants.

#### **3.1.7.5 Final Report**

Apart from the presentation, the DOR/Bridge Project will verify the content of the report against the Terms of Reference and the checklist (if any). The DOR 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 5 number of hard copies and two numbers of soft copies (electronic copies in CD-ROM).

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### 3.1.8 Time Schedule

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

- **Field Report** within 1 (one) weeks started from the date of signing of the Contract.
- **Preliminary Maintenance Design Report** within 1 (one) weeks started from the date of the submission of the field report.
- **Draft Report** within 2 (two) weeks started from the date of the submission of the preliminary maintenance design report.
- **Final Report** within 1(one) weeks after receiving DoR's Comments and suggestions on the draft report.

### 3.1.9 Working Team

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

| SN | Personnel                                  | Minimum academic qualification                             | Minimum years of general experience |
|----|--|--|-------------------------------------|
| 1  | Team Leader (Bridge/civil Engineer)        | Master's degree in Bridge/Structural/Civil Engineering     | 5 years                             |
| 2  | Geotechnical Engineer / Engineer Geologist | Master's in Geotechnical Engineering / Engineering Geology | 3 years                             |
| 3  | Hydrologist/Drainage Engineer              | Master's degree in Hydrology/Drainage Engineering          | 3 years                             |

**If the Consultants wish to apply for more than one job/package then separate Bridge/Structural Engineer (Team Leader) shall be proposed for each job/package.**

#### **Team Leader**

The Team Leader will take the overall responsibility of the assignment in accordance with the TOR and also for the conduction and coordination of all professional inputs. He/she will be responsible for coordination with the Department of Roads.

#### **Geotechnical Engineer /Engineering Geologist**

He/she will work under the guidance of the Team Leader. Geologist/ Geotechnical Engineer will have the overall responsibility for geotechnical investigation of bridge foundation and design the slope stability measures. He/she will identify the landslide prone areas on either side of the bridge.

#### **Hydrologist/Drainage Engineer**

The Hydrologist will collect the hydrological and meteorological data of the bridge area in order to estimate the runoff and flood discharge. On the basis of these data, he/she will be responsible for recommending the appropriate remedial measures.

### 3.1.10 Consultants Facility

It should be noted that the consultant will need to provide all the technical and support staff needed to carry out their services. The Consultant will also be responsible for providing all other necessary facilities and logistical support for its staff, including accommodation,

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vehicle, transportation, office equipment, communications, utilities, office supplies and other miscellaneous requirements.

### **3.1.11 Data and Assistance to be provided by the client**

The following shall be provided to the Consultant by DOR:

- Related reports
- Access to all other necessary documents and data available in DOR required for the performance of the consultant's services

## **3.2 Scope of Works during Supervision Phase**

The principal services to be provided by the consultant to fulfil the objective of the consultancy services are detailed below. However, these services are indicative of the overall tasks to be performed by the consultant. The consultant shall carry out their services in accordance with accepted professional standards, utilizing sound engineering and economic practices. The consultants should closely supervise all the whole maintenance processes so as to fulfil all the requirements of the specifications and standards

### **3.2.1 Construction Supervision**

The consultant shall commence the construction supervision works of the Bridge maintenance work after completion of the procurement of civil works by DOR. If the consultant's performance is found unsatisfactory or if DOR decides not to proceed with the implementation of the Bridge maintenance work then the supervision services from the consultant will not be required. Subject to the above condition, the consultant shall provide complete construction supervision of the bridge maintenance work.

### **3.2.2 Duration of the Services**

Total expected duration of the services is 3 (three) months from the date of commencement of services. Responsibilities of the consultant shall continue until the approval of Project Completion Report by DOR. However, in the events of disputes or other proceedings during and or after completion of the maintenance works, the consultant shall be available to assist DOR, under the same conditions of engagement as applicable to this Agreement. *For the purpose of calculating the total period of consultant's input actual period of work at the site shall be considered. This shall be supported by the time sheet. Schedule of consultant's engagement shall be agreed between the project and the consultant*

### **3.2.3 Reporting Requirement**

Reports required to be submitted by the consultant during the course of the services are as follows:

#### **(a) Monthly Progress Report (two copies)**

The consultant shall prepare a monthly progress report on the project activities during maintenance period. It shall include physical and financial progress of different repair activities of the contract package, information on validity of various guarantees from the bankers, construction material requirement and the stock at site, information on equipment requirement and equipment mobilized by the contractor, adequacy of contractor's workers, record of letters issued to/ received from the contractors etc. It shall also include the details

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regarding problems, contract variation order, contractor claims (if any), contractor's activities, consultants and project staff's activities etc.

**(b) Interim Payment Certificates(Two copies)**

The consultant shall submit monthly payment certificates of the executed works of the contract

**(c) Project Completion Report (Two copies)**

On completion of the maintenance works of the contract, the consultant shall prepare a consolidated Final Report covering the whole of the works. The report shall be submitted with all original records. It should include problems, lessons learned and recommendation on changes to the applied methodology for implementing future works, , contractor's claim and consultant's recommendation and other relevant project information.

**3.2.4 Time frame and staffing requirements**

It is estimated that the consultant's services will be required for 3 months duration commencing from April 2011. Two professional staffs including Team leader and structural Engineer will be required for carrying out the services. key technical staff mentioned in the team composition, technical support staff and administrative staff may be required for completion of the assignment.

**3.2.5 Working Team**

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

| SN | Personnel                           | Duration   | Remarks |
|----|-------------------------------------|--|---------|
| 1  | Team Leader (Bridge/civil Engineer) | Three months(As per the schedule of engagement)  |         |
| 2  | Civil /Structural Engineer          | Three months (as per the schedule of engagement) |         |
| 3  | Inspector of Work                   | Three Months(as per the schedule of engagement)  |         |

**3.2.6 Consultants facility**

It should be noted that the consultant would need to provide all the administrative, technical and support staff needed to carry out the services. The consultant shall also be responsible for providing all other necessary facilities and logistical support for its staff including accommodation, transportation, office equipment, communications, utilities, office supplies and other requirements that are required to deliver the professional service. All items related to consultant's facilities that will be required to run the project effectively and smoothly shall be included in the financial proposal.

**4. Payments**

The consultant (on request) may be paid against Bank Guarantee the following amounts:

**During Design Phase**

**4.1** a mobilization amount up to 20% of the quoted amount after signing of the Contract

**4.2** an amount up to 30% of the quoted amount after submission of soil investigation and preliminary design report.

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**4.3** an amount up to 70% of the quoted amount after submission of draft final report.

**4.4** 100% of the amount after submission of the final reports.

Mobilization advance shall be deducted from the payments made to the consultants in equal amounts during the payments of draft and final reports.

**During Supervision Phase**

The consultants shall be paid on monthly basis as per the BOQ. In case of services not required as stated under clause 3.2.1 the contract shall be terminated and no compensations shall be made.

**5. Liquidated damages**

If the Consultant should fail to complete the whole of the work in the stipulated time or any extension there of granted under in the stipulated time or any extension there of granted under Article 6, penalty as per the prevailing Public Procurement Rules shall be imposed and deducted out of running bill or out of Security Deposit of the Consultant, if any.

**6. Extension of time**

Extension of time shall not normally be granted except in extraordinary situation.

**7. Defect liability**

The Consultant shall be responsible for the correctness of their works even after acceptance of the Final Reports by the Department. The Consultants shall bear full responsibility for the following:

- Authenticity of all the field data including socio-economic, environmental, topographic, hydrological and geological information;
- Correctness of the design and all the calculations;
- Correctness of the drawings;
- Correctness of any other details related to construction

**8. Variation**

The Contract may be varied by the Agreement between the parties following the Public Procurement Act, 2063 and Public Procurement Rules, 2064. All such variations shall be in writing signed by the respective authorized representatives of the Consultant and the Department.

**9. Affidavit**

The consultant shall duly sign the following affidavit:

I/We hereby take full responsibility for the authenticity of the field data presented in the report. For the field data and design, any discrepancy is the responsibility of my/our firm. I/We hereby certify and guaranty the authenticity of technical information to be presented in my/our report. In case, the data presented by my/our firm should be found false, I/We agree to review the technical data and design; repeat the survey and investigation works if

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necessary and furnishes the Department with revised design at no extra cost. I/We understand that failing to do so may lead to punishment according to the laws of the Country.

Signature of witness :

Signature of Consultant :

Name (in bold letters):

Name (in bold letters):

Address :

Name and address of the firm :

Date :

Date :

Seal :

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## Section 6. Standard Form of Contract

### MEMORANDUM OF AGREEMENT

(To be filled up after the Contract is awarded)

**THIS AGREEMENT**, made on the *(Date)*.....between Government of Nepal, Department of Roads, Bridge Project (herein after called as "the Department" or "the DOR") of the one part and the Consulting Firm or JV .....  
.....  
(herein after called as "the Firm" or "the Consultants") the other part.

**WHEREAS**, the Department is desirous that certain Professional Engineering Services should be performed viz. \_\_\_\_\_

\_\_\_\_\_ the following work and has accepted a proposal by the firm for the performance of such services for the total amount of NRs....., excluding VAT.  
In words NRs. ....

| Contract No. | Name of the Work |
|--------------|------------------|
|              |                  |

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

#### Now this Agreement witness as follows

1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Condition of Engagement hereinafter, referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) The said proposal
  - (b) Terms of Reference
  - (d) Bill of Quantities
  - (e) Memorandum of Agreement
  - (f) Special provisions (if any)
  - (g) Appendices (if any)
  - (h) Checklists (if any)
  - (i) Addenda (if any) to the documents (a) through (h)
  - (j) Instructions to consultant (if any)
3. The Firm shall commence the Services from the date of signing of the Agreement and the services shall be completed on or before (**Date**).....
4. In consideration of the payments to be made by the Department to the Firm as hereinafter mentioned, the Firm hereby covenants with the Department to perform the services in conformity in all respects with the provisions of the Agreement.
5. The Department hereby consents to pay the Firm in consideration of the performance of the services and amount at the manner prescribed by the Agreement.

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

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On behalf of the Department

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On behalf of the Firm

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Witness

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Witness

1 -----

1 -----

2 -----

2 -----

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