Government of Nepal
Ministry of Physical Planning and Works
Department of Roads
Planning and Design Branch
Planning, Monitoring and Evaluation Unit

Request for Proposal

for

Consulting Services

of

Feasibility Study of Road(s)

1 Gamgadhi-Dhainariga Road - Mugu district

Part – II
FINANCIAL PROPOSAL

Contract No. -3/PMEU-Feasibility-Regional/ 067/68

Consultant's Name and address:

मनोज ओझ
(इकाई प्रमुख)
योजना अनुगमन तथा मूल्याङ्कन इकाई

माधव कुमार कार्की
उपमहानिर्देशक

Contents

नेपाल सरकार
भौतिक योजना तथा निर्माण मन्त्रालय
सडक विभाग
योजना अनुगमन तथा मूल्याङ्कन इकाई
बबरमहल, काठमाडौं

Chapter			Page
4.	Financial Proposal Submission form		1
5.	Submission of the Proposals		2
6.	**Memorandum of Agreement**		3
7.	**Condition of Contract**		5
	Article 1.	General	5
	Article 2.	Organization & personnel	5
	Article 3.	Payment to the consultant	5
	Article 4.	Report	6
	Article 5.	General provision	6
	Article 6.	Termination of the Contract	7
	Article 7.	Miscellaneous	7
	Article 8.	Liquidated damage	8
	Article 9.	Governing Laws & Dispute Resolution	9
	Article 10.	Special Provisions	9
8.	Affidavit		10
9.	**Bill of quantities**		11
10.	**Appendix - A - Terms of Reference**		

मनोज श्रेष्ठ
(इकाई प्रमुख)
योजना अनुगमन तथा मूल्याङ्कन इकाई
माधव कुमार कार्की
उपमहानिर्देशक

Section 4. Financial Proposal Submission Form

(Please DO NOT include this form in the Technical Proposal.)

[*Letterhead of Consultant*]

To:
The Department of Roads,
Planning and Design Branch
Planning Monitoring and Evaluation Unit
Babar Mahal

We, the undersigned, offer to provide the consulting services for feasibility Study of .....

1 Gamgadhi-Dhainariga Road - Mugu district

Road in accordance with your Request for Proposal dated **2068/ /** and submit our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of Rs ..... [*Amount in figures]* ..... [*Amount in words*]. This amount is exclusive of the VAT.

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. *90* days after the deadline for submission.

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:

मनोज श्रेष्ठ
(इकाई प्रमुख)
योजना अनुगमन तथा मूल्याङ्कन इकाई

माधव कुमार कार्की
उपमहानिर्देशक

5. Submission of the Proposals

Both the Technical Proposal and Financial Proposal must be sealed in separate envelopes marked clearly in BLOCK letters as follows:

TECHNICAL / FINANCIAL PROPOSAL (as appropriate)
for
FEASIBILITY STUDY OF ROAD

1 Gamgadhi-Dhainariga Road - Mugu district

Contract No. -3/PMEU-Feasibility-Regional/ 067/68

Both the envelopes then should be placed into a single envelope, which shall be sealed again and marked clearly as follows:

TECHNICAL & FINANCIAL PROPOSAL
for
FEASIBILITY STUDY OF ROAD

1 Gamgadhi-Dhainariga Road - Mugu district

Contract No. -3/PMEU-Feasibility-Regional/ 067/68

The single sealed envelope then should be addressed and submitted to:

The Unit Chief
PLANNING, MONITORING AND EVALUATION UNIT
PLANNING AND DESIGN BRANCH
DEPARTMENT OF ROADS
BABAR MAHAL, KATHMANDU

The envelope must clearly bear the name and address of the firm or JV.

मनोज श्रेष्ठ
माधव कुमार कार्की
उपमहानिर्देशक

6. 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, Planning and Design Branch; Planning, Monitoring and Evaluation Unit (PMEU) (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. ***Feasibility Study of*** the following Road(s) 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 Road(s)
.....	.....

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) Conditions of Contract
   - (c) 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***).....

मनोज श्रेष्ठ
(इकाई प्रमुख)
योजना अनुगमन तथा मूल्याङ्कन इकाई

माधव कुमार कार्की
उपमहानिर्देशक

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 convents to pay the Firm in consideration of the performance of the services and amount at the manner prescribed by the Agreement.

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

On behalf of the Department	On behalf of the Firm
Witness	Witness
1 ----------	1 ----------
2 ----------	2 ----------

मनोज श्रेष्ठ
(इकाई प्रमुख)
योजना अनुगमन तथा मूल्यांकन इकाई

माधव कुमार कार्की
उपमहानिर्देशक

7. Conditions of Contract

Article 1

General

1.01 **Description of Work**

The work to be performed by the Consultant under this Contract consists of those described in the Terms of Reference set forth in the ***Appendix 'A'*** of this document.

1.02 **Signing of Agreement**

The Consultant shall sign the Agreement within 15 (fifteen) days of the notice given by the Department and the failure on the part of the Consultant to do so shall automatically empower the Department to award the job to the next consultant.

1.03 **Commencement Date**

The Consultant shall commence the work from the date of signing of the Agreement.

Article 2

Organization and personnel

2.01 **Personnel**

The Consultant shall submit the name of the team leader in the field and the office work with proof of his qualification as well as experience. Any change in key personnel should have formal approval from The Department.

2.02 **Time schedule of the field and office works**

Time schedule of the field and office works shall have to be submitted to the Department for approval at the time of signing of the Agreement.

Article 3

Payment to the Consultant

3.01 **Mobilization Amount**

The Consultant (on request) may be paid a mobilization amount equal to 20% of the quoted amount against Bank Guarantee after signing of the Contract.

3.02 **Payment to Consultant**

The Department shall pay to the Consultant in respect of the work done and/or as provided in the Contract.

3.03 **Mode of Billing and Payment**

(a) The Consultant shall submit the running bills in duplicate and the DOR may pay as follows:

मनोज श्रेष्ठ
(इकाई प्रमुख)
योजना अनुगमन तथा मूल्याङ्कन इकाई

माधव कुमार कार्की
उपमहानिर्देशक

- 70% of the quoted amount after submission of the Draft Report
- Remaining amount after submission and acceptance of the Final Report and after returning all the documents, maps and reports, if borrowed from the DOR.

The Mobilization advance shall be deducted in equal portions during the payment for the Draft and Final Reports. In case of more than one job in a single package or contract, the Consultant may submit the running bills for individual jobs.

(b) The Department shall pay the amounts claimed as per Article 3.03 (a) upon submission of the bills and supporting documents after verification of the works executed at the site.

(c) Final payment under this Article shall be made only after final bills identified as such, have been submitted by the Consultant and approved by the Department.

3.04 **Taxes**

The Consultant is responsible for paying the necessary taxes as in force in the country.

Article 4

Reports

4.01 **Reports**

The Consultant shall submit to the Department the reports as specified in the Terms of Reference and as directed by the engineer in-charge.

Article 5

General Provisions

5.01 **Performance of the Works**

The Consultant shall carry out the Works with due diligence and efficiency and shall furnish the Department the information related to the works as the Department may from time to time reasonably request.

5.02 **Records**

The Consultant shall permit the duly authorized representative of the Department to inspect such records and make copies there of from time to time, and shall, if so requested by the Department, submit the same to the Department.

5.03 **Insurance**

The Consultant shall be responsible for taking out any appropriate insurance coverage.

मनोज श्रेष्ठ
(इकाई प्रमुख)
योजना अनुगमन तथा मूल्याङ्कन इकाई

माधव कुमार कार्की
उपमहानिर्देशक

5.04 **Ownership of Reports**

All reports, maps, drawings, notes, specifications, statistics and other technical data compiled or prepared in performing the works shall be the property of the Department. The Consultant may take copies of such documents and data but shall not use the same for any purpose unrelated to the works without the prior approval of the Department.

5.05 **Restricted maps**

Restricted maps and aerial photographs required for the purpose of the study shall be acquired by the Department at the Consultant's cost and shall be furnished to the Consultant for a limited time. Such maps and photographs shall be the property of the Department.

5.06 **Disposal of Data**

Upon completion or termination of the work, the Consultant shall;

(a) Sort and index the documents and data referred to above hereof and transmit the same to the Department.

(b) Return to the Department any material furnished to the Consultant by the Department for the purpose of the work.

Article 6

Termination of Contract

6.01 **Condition of Termination of Contract**

The Contract can be terminated at any time at the option of the Department if:

(a) Adequate progress is not being made

(b) Quality of works is poor

(c) Any other reason as stated in other parts of the tender documents.

6.02 **Suspension**

The Department may, by notice to the Consultant, suspend in whole or in part the disbursement of funds thereunder if the Consultant shall have failed to carry out any of its obligations under this Contract.

Article 7

Miscellaneous

7.01 **Authorized Representative of Consultant**

Any section required or permitted to be taken, and any document required or permitted to be executed, under this Contract, may be taken or executed, on behalf of the Consultant by his authorized representative.

7.02 **Authorized Representative of the Department**

All orders, direction, and instruction given on behalf of the Department to the Consultant shall given by the Engineer in–charge of the work.

मनोज श्रेष्ठ
(इकाई प्रमुख)
योजना अनुगमन तथा मूल्याङ्कन इकाई

माधव कुमार कार्की
उपमहानिर्देशक

The Engineer in-charge, on his/her discretion will depute an engineer for supervision of the works.

7.03 **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.

7.04 **Confidential Information**

Except with the consent of the Department, the Consultant and its personnel shall not at any time communicate to any person any confidential information acquired in the course of the work, nor shall the Consultant and its personnel make public the recommendations formulated in the course of, or as a result of the work.

7.05 **Effective Date**

This Contract shall become effective upon the date of signing of the Agreement under Article 1.03 of this Contract.

7.06 **(b) Income Tax**

Advance Income Tax as per prevailing acts and rules shall be deducted from each running bill.

7.07 **Consultant not to be Engaged in Certain Activities**

The Consultant agrees that during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, 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.

7.08 **Assignment**

The Consultant shall not assign this Contract or sub-contract any portion of it without the Department's prior written consent.

Article 8

Liquidated Damage

8.01 **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 8.03, 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.

8.02 **Extension of Time**

Extension of time shall not normally be granted except in extraordinary situation like increase in quantity of work or any other valid reasons. Extension of time may be granted to the Consultant by the Department if it is

मनोज भेष्ठ (इकाई प्रमुख) योजना अनुगमन तथा मूल्याङ्कन इकाई

माधव कुमार कार्की उपमहानिर्देशक

necessary. The Consultant must apply in writing for extension of time well in advance as per the Public Procurement Act, 2063 and Public Procurement Rules, 2064 along with the supporting documents whenever necessary.

8.03 **Award of Contract to other Consultant**

If the Contract is terminated as per Article 6.01, the work shall be awarded to other Consultant by the Department at its own discretion and the extra amount beyond the Contract amount to be paid to the newly appointed Consultant shall be recovered from the Consultant whose Contract has been terminated.

Article 9

Governing Laws & Dispute Resolution

9.01 **Law governing the Contract**

The Contract shall be governed by the Laws of Nepal.

9.02 **Dispute Resolution**

Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the Laws or Nepal

मनोज श्रेष्ठ
(इकाई प्रमुख)
योजना अनुगमन तथा मूल्याङ्कन इकाई

माधव कुमार कार्की
उपमहानिर्देशक

Article 10

Special Provisions

10.01 **The Consultant to contact the DOR**

During the field works, the Consultant shall contact and consult with the Department of Roads office as indicated in the Work Orders for any information regarding the work or site etc.

10.02 **Submission of the Field books**

The Consultant shall submit signed original copy of the field as well as level books if required by the Department.

8. 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 necessary and furnish 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 :

मनोज श्रेष्ठ
(इकाई प्रमुख)
योजना अनुगमन तथा मूल्याङ्कन इकाई

माधव कुमार कार्की
उपमहानिर्देशक