

Government of Nepal

Ministry of Physical Infrastructure and Transport

Department of Roads

Bridge Branch

Chakupat, Lalitpur



Request for Proposal

for

Consultancy Service for Detailed design, drawing and report preparation of Vehicular underpass at Baneshwor Junction for through traffic between Bagmati Bridge(Arniko Highway) and Dhobi Khola Bridge (Arniko Highway) and at Maharajung Chowk Junction for through traffic between Dhumbarahi (Ring Road) and near Basundhara Chowk (Ring Road)

Contract No. : BB-337320-UP-074/75-03

Consultant's Name and address:

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Section1. Letter of Invitation

As per Attached



Section2. 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.

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.

- 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 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.

4. Submission, Receipt, and Opening of Proposals

- 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.
- 4.1 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.
- 4.2 An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal.
- 4.3 For each proposal, the consultants shall prepare the number of copies indicated in the Data Sheet. Each Technical Proposal and Financial Proposal shall be marked "**ORIGINAL**" or "**COPY**" as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original governs.
- 4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "**Technical Proposal**," and the original and all copies of the Financial Proposal in a sealed envelope clearly marked "**FINANCIAL PROPOSAL**" and warning: "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**" Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Data Sheet and be clearly marked, "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE.**"
- 4.5 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Data Sheet. Any proposal received after the closing time for submission of proposals shall be returned unopened.
- 4.6 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the evaluation committee. The Financial Proposal shall remain sealed and deposited with the Client's Procurement Unit until all submitted proposals are opened publicly.

5. Proposal Evaluation

General

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

Evaluation of Technical Proposals

- 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

(QCBS,QBS,FBS,
LCBS))

the evaluation criteria and point system specified in the Data Sheet. The evaluation committee shall compute the score obtained by each proposal by taking the average of the scores given by each member to the particular proposal. Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

5.4 In the case of Quality-Based Selection, the highest ranked consultant is invited to negotiate its proposal and the contract on the basis of the Technical Proposal and the Financial Proposal submitted in accordance with the instructions given in para. 1.2 and the Data Sheet.

**Public Opening and
Evaluation of
Financial Proposals
(CBS Only)**

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

**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.

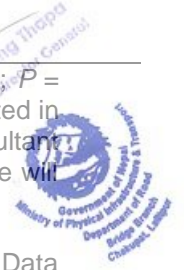
5.8 The evaluation committee will determine whether the Financial Proposals are complete (i.e., whether they have costed all items of the corresponding Technical Proposals; if not, the Client will cost them and add their cost to the initial price), correct any computational errors.

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 (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using

the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; $T + P = 1$) indicated in the Data Sheet: $S = S_t \times T\% + S_f \times P\%$. The consultancy achieving the highest combined technical and financial score will be invited for negotiations.



6. Negotiations

- 6.1 Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.
- 6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the consultant to improve the Terms of Reference. The Client and consultant will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the contract. Special attention will be paid to getting the most the consultant can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.
- 6.3 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 its intention to accept the winning proposal pursuant to Sub Clause 7.1.



- 7.3 If the review application is not received by the Client pursuant to Sub-Clause 7.2 then the proposal of the Consultant, selected as per Sub-Clause 7.1 shall be accepted and the successful consultant shall be notified to come for signing the Agreement within 15 days.
- 7.4 If the Consultant fails to sign an agreement pursuant to Sub-Clause 7.3 then the Client will invite the consultant whose proposal received the next highest score to negotiate a contract.
- 7.5 If a review application is received by the Client pursuant to Clause 7.1 then the Client will clarify and respond within 5 days of receiving such application
- 7.6 If the applicant is not satisfied with the decision given by the procuring entity and/ or the decision is not given by the Procuring Entity Chief within 5 days then the applicant can file a complaint to the Review committee within 7 days.
- 7.7 The Client shall return the unopened Financial Proposals of those consultants who did not pass the technical evaluation.
- 7.8 The consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

8. Confidentiality

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

9. Conduct of Consultants

- 9.1 The Consultant shall be responsible to fulfil his obligations as per the requirement of the Contract Agreement, RFP documents and GoN's Public Procurement Act and Regulations.
- 9.2 The consultant shall not carry out or cause to carryout the following acts with an intention to influence the implementation of the procurement process or the procurement agreement :
- give or propose improper inducement directly or indirectly,
 - distortion or misrepresentation of facts
 - engaging or being involved in corrupt or fraudulent practice
 - Interference in participation of other prospective bidders.
 - coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceedings,
 - 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 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.

11. Insurance

11.1 The Consultant shall provide Professional Liability Insurance in the joint names of Consultant and the Employer within the 30 days from agreement date to maintain continuous coverage of all risk in effect from the commencement of services to one (1) years beyond the termination or completion of services required by agreement.

The policy shall provide coverage for all services to be performed in connection with the agreement by the selected consultant. No contract shall relieve the consultant of the responsibility for providing Errors & Omissions or Professional Liability coverage for all work performed by the consultant on the project.

11.2 Policies and certificates for insurance shall be delivered by the Consultant to the Unit Chief for the Unit Chief's approval before the Start Date. All such insurance shall provide for compensation to be payable in the proportions of Nepalese Rupees required to rectify Errors & Omissions incurred.

11.3 Alterations to the terms of insurance shall not be made without the approval of the Unit chief.

11.4 Both parties shall comply with any conditions of the insurance policies.


Information to Consultants

DATA SHEET

Clause Reference

1.1	<p>The name of the Client is:</p> <p>Government of Nepal Ministry of Physical Infrastructure and Transport Department of Roads Bridge Branch</p> <p>The method of selection is: Quality- and Cost-Based Selection (QCBS)</p>
1.2	<p>The name, objectives, and description of the assignment are:</p> <p>Objectives:</p> <p>Objective of this job is to design a safe, reliable and cost effective vehicular underpasses using the appropriate technology.</p>
1.3	<p>A pre-proposal conference will be held on 15th day of issue of letter of invitation at 1:00 p.m. at the BB, Chakupat, Lalitpur</p> <p>The name(s), address(es), and telephone numbers of the Client's official(s) are:</p> <p>Government of Nepal Ministry of Physical Infrastructure and Transport Department of Roads Bridge Branch</p>
1.4	<p>The Client will provide the following inputs: NA</p>
1.10	<p>The clauses on fraud and corruption in the Contract are: NA</p>
2.1	<p>Clarifications may be requested 7 days before the submission date</p> <p>The address for requesting clarifications is: Government of Nepal Ministry of Physical Infrastructure and Transport Department of Roads Bridge Branch</p>
3.1	<p>Proposals should be submitted in the following language(s): English</p>
3.3	<p>(i) Short listed consultants/entity may not associate with other short listed consultants:</p> <p>(ii) The estimated number of professional staff-months required for the assignment is: NA</p> <p>(iii) Available Budget for Fixed Budget Assignment : NA</p> <p>(iv) Reports that are part of the assignment must be written in the</p>

	following language(s): English																																																
3.9	Proposals must remain valid for 90 days after the submission date.																																																
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5.1	The address to send information to the Client is : Same as in 2.1																																																
5.3	<div>The number of points to be given under each of the evaluation criteria are:</div> <div>1. EVALUATION OF TECHNICAL PROPOSALS</div> <div>The Technical Proposal will be evaluated on the following grounds:</div> <table><tr><th>S.N</th><th>Particulars</th><th>Maximum points</th></tr><tr><td>1</td><td>Relevant experience of the firm</td><td>20</td></tr><tr><td>2</td><td>Methodology of Service Delivery</td><td>35</td></tr><tr><td>3</td><td>Technology Transfer</td><td>5</td></tr><tr><td>4</td><td>Professional Key Personnel</td><td>40</td></tr></table> <div>Total marks as a whole 65% of the total maximum points</div> <div>1) Relevant experience of the firmMaximum 20 Marks</div> <table><tr><td>Work Experience</td><td>As consultant</td></tr><tr><td>Completion of consultancy service of Bridge Design</td><td>1.0 points for each job</td></tr></table> <div>2) Methodology of Service DeliveryMaximum 35 Marks</div> <table><tr><th>SN</th><th>Particulars</th><th>Evaluation Remarks</th><th>Total Marks</th></tr><tr><td rowspan="4">Desk Study</td><td rowspan="4">Comments or suggestions on ToR and services</td><td>Not Significant</td><td rowspan="4">3.0</td></tr><tr><td>General Comments or Suggestion</td></tr><tr><td>Slightly Specific Comments or Suggestion</td></tr><tr><td>Significantly Specific Comments or Suggestion</td></tr><tr><td rowspan="4">Proposed Methodology</td><td rowspan="4">Description and review any relevant documents like Design standards etc.</td><td>Not Significant</td><td rowspan="4">2.0</td></tr><tr><td>General Review</td></tr><tr><td>Slightly Critical Review</td></tr><tr><td>Critical review</td></tr><tr><td rowspan="4">Proposed Methodology</td><td rowspan="4">Proposed Methodology of the service</td><td>Not Significant</td><td rowspan="4">20.0</td></tr><tr><td>General Methodology</td></tr><tr><td>Clear Methodology without flow charts</td></tr><tr><td>Clear Methodology with flow charts</td></tr><tr><td>d Sc</td><td>Work schedule with description</td><td>Not Significant</td><td>5.0</td></tr></table>	S.N	Particulars	Maximum points	1	Relevant experience of the firm	20	2	Methodology of Service Delivery	35	3	Technology Transfer	5	4	Professional Key Personnel	40	Work Experience	As consultant	Completion of consultancy service of Bridge Design	1.0 points for each job	SN	Particulars	Evaluation Remarks	Total Marks	Desk Study	Comments or suggestions on ToR and services	Not Significant	3.0	General Comments or Suggestion	Slightly Specific Comments or Suggestion	Significantly Specific Comments or Suggestion	Proposed Methodology	Description and review any relevant documents like Design standards etc.	Not Significant	2.0	General Review	Slightly Critical Review	Critical review	Proposed Methodology	Proposed Methodology of the service	Not Significant	20.0	General Methodology	Clear Methodology without flow charts	Clear Methodology with flow charts	d Sc	Work schedule with description	Not Significant	5.0
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		Fairly justify the proposed methodology									
		Moderately Justify the proposed methodology									
		Relevant to proposed methodology									
		Not Significant									
	Manning schedule as per Work Schedule	Fairly justify the proposed Work Schedule	5.0								
		Moderately Justify the proposed Work Schedule									
		Relevant to proposed Work Schedule									
	Total Marks		35.0								
	3) Technology Transfer Maximum 5 Marks										
<table><tr><th>Particulars</th><th>Evaluation Remarks</th><th>Marks</th></tr><tr><td rowspan="4">The idea of sharing know-how of the works highlights on dissemination of knowledge and training proposed by the consultant.</td><td>Not Significant</td><td rowspan="4">5.0</td></tr><tr><td>General</td></tr><tr><td>Moderate with standard method of description</td></tr><tr><td>Significant description with charts</td></tr></table>			Particulars	Evaluation Remarks	Marks	The idea of sharing know-how of the works highlights on dissemination of knowledge and training proposed by the consultant.	Not Significant	5.0	General	Moderate with standard method of description	Significant description with charts
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	Significant description with charts										
4) Professional Key Personnel's Maximum 40 Marks											
<ul style="list-style-type: none">Team Leader/ Geotechnical Engineer (International) Max. Marks : 25 (5 marks for each Vehicular Underpass Planning and Design (SAARC Region))Structural Engineer Max. Marks : 15 (1 marks for Road Bridges Design)											
5.9	The fixed Budget Ceiling for the assignment is : NA										
5.11	The formula for determining the financial scores is the following: $Sf = 100 \times Fm/F$, 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, The weights given to the technical and Financial Proposals are: T (Technical Proposal) = 0.85 P (Financial Proposal) = 0.15										
6.1	The address for negotiations is: Same as in 2.1										
7.8	The assignment is expected to commence on or before 7 days from the date of signing of the contract										

11	<p>The minimum insurance amounts shall be:</p> <p>The professional liabilities Insurance minimum cover for consulting services required by agreement is: [100%] of the Contract Amount.</p>
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Asim Jung Thapa
Chief Executive Officer



Section 3. Technical Proposal - Standard Forms



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

3A. TECHNICAL PROPOSAL SUBMISSION FORM



To: [Name and address of Client]

Ladies/Gentlemen:

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

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

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

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Consultant:

Address:

3B. CONSULTANT'S REFERENCES

Relevant Services Carried Out in the Last Ten 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.

Consultant's Name:	
Assignment name:	
Location:	
Name of Client:	
Address:	
Start Date (Month/Year):	Completion Date (Month/Year):
Approx. Value of Services [in Nepali Rupees]:	
Names of <i>Key Technical Staff</i> (Project Director/Coordinator, Team Leader) involved: 1. 2. 3. 4. etc.	
Description of Services Provided:	

Notes:

1. Please provide the documentary evidence (e.g. completion certificate) clearly showing the name of the job/service, value of service and completion date. **Any information without such evidence shall not be entertained.**
2. Please **DO NOT** provide information on other projects which are not relevant to the proposed job.

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

Please study the Terms of Reference thoroughly and provide your views, findings, comments and suggestions on the Terms of Reference:

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

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

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

3D. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

Ajita Jung Thapa
Family Director General



3E. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff

Name	Position	Task
------	----------	------

2. Support Staff

Name	Position	Task
------	----------	------

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:
E-mail:
Mobile No.:
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.

Date:

[Signature of staff member and authorized representative of the consultant] Day/Month/Year

Full name of staff member: _____

Full name of authorized representative: _____

The Consultant shall have to submit the CV of professionals with signature and authorized representative of the consultant.

3G. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

3H. ACTIVITY (WORK) SCHEDULE

3I. TRANSFER OF TECHNOLOGY

Please provide your commitment, method and plan/schedule of Transfer of Technology.



3J. Particular of Proposed Personals (Current Contract Commitments/ Work in Hands)



S.N	Key personal current position/ proposed position	Name of key personal	Name of Clients (Address, Contract No, Fax)	Name of contract (Contract No/ Job description)	Commence ment date	Intended completion date	Period of involvement (date :from-to)	Remarks
1								
2								
3								
4								
5								
6								

Section 4. Financial Proposal - Standard Forms

4A. Financial Proposal submission form.

4B. Bill of Quantity

(Attached)

4A. FINANCIAL PROPOSAL SUBMISSION FORM



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:

4B. BOQ

BILL OF QUANTITIES :

(Attached)



Section 5: Terms of Reference

Attached



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 Branch, (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 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

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

- 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.
- The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - The said proposal
 - Conditions of Contract
 - Terms of Reference
 - Bill of Quantities
 - Memorandum of Agreement
 - Special provisions (if any)
 - Appendices (if any)
 - Checklists (if any)
 - Addenda (if any) to the documents (a) through (h)
 - Instructions to consultant (if any)
- The Firm shall commence the Services from the date of signing of the Agreement and the services shall be completed on or before (Date).....
- 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.
- 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.

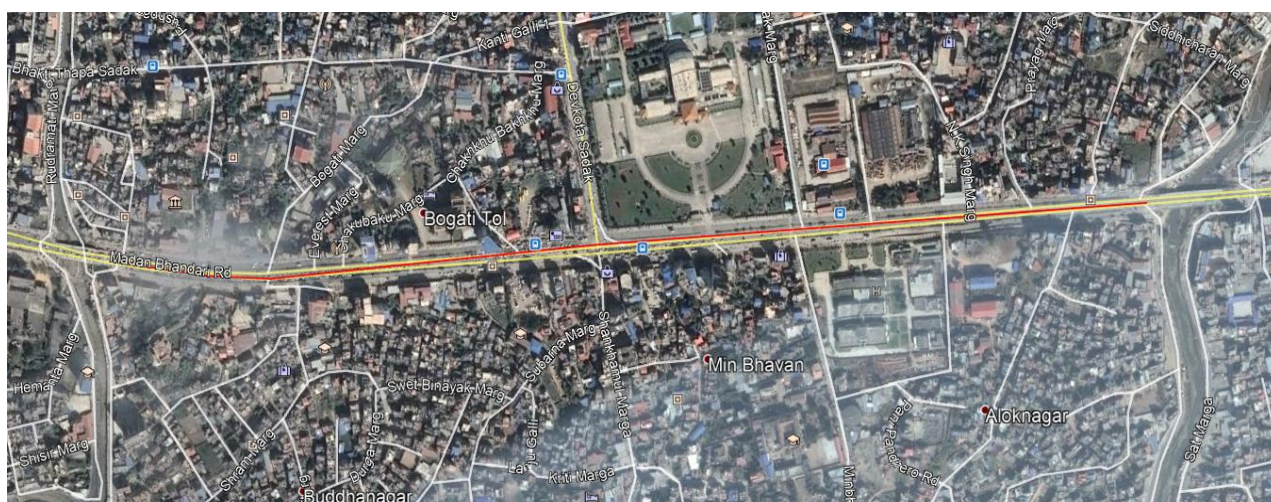
On behalf of the Department	On behalf of the Firm
Witness	Witness
1 -----	1 -----
2 -----	2 -----

ToR for detailed design, drawing and report preparation of Vehicular underpass at Baneshwor Junction for through traffic between Bagmati Bridge(Arniko Highway) and Dhobi Khola Bridge (Arniko Highway) and at Maharajung Chowk Junction for through traffic between Dhumbarahi (Ring Road) and near Basundhara Chowk (Ring Road)

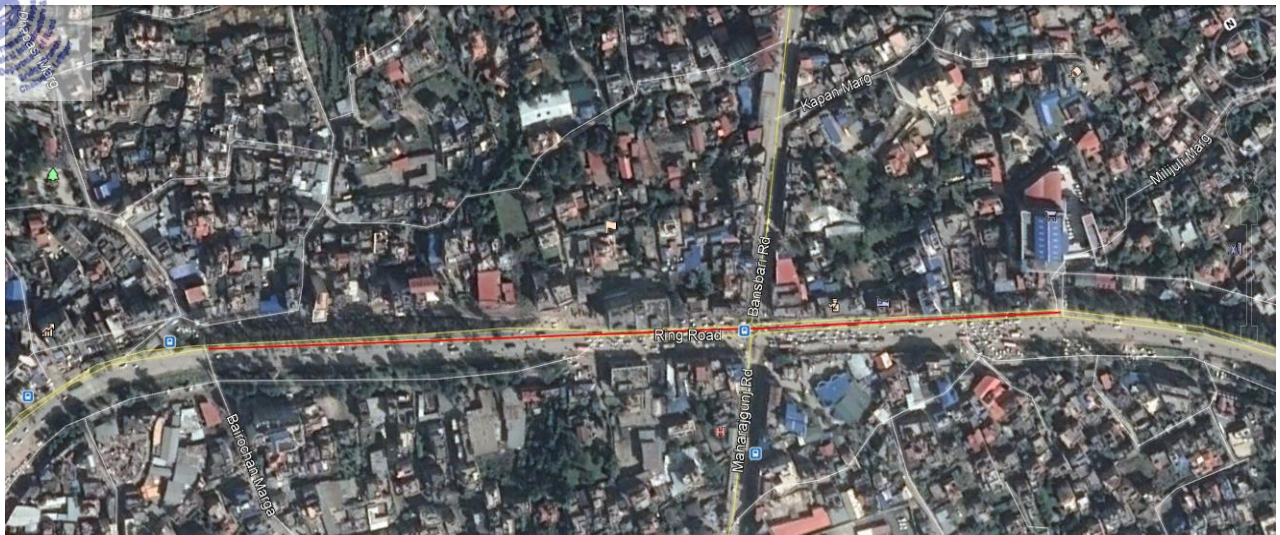
1. Background

Over the past decade, there has been a dramatic growth in the numbers of vehicles operating within the Kathmandu Valley and a consequent rapid deterioration in overall traffic conditions, with considerable congestion now being experienced throughout much of the day. Over the same period there has been a substantial increase in the overall population and a significant expansion in the extent of the urbanised area. Public transport services within Kathmandu valley are provided entirely by the private sector, using a mix of vehicle types including medium buses, mini-buses, micro-buses, tempos and taxis. The services have developed in response to demand but are poorly and inadequately regulated and controlled, with the result that passenger comfort, convenience and safety are compromised, the route network is unplanned and often inappropriate, and the vehicles are inefficient users of road space. These have resulted in increased numbers of accidents, the unregulated growth in public transport services and unacceptable levels of congestion at a number of key locations throughout the Valley. To cope the traffic congestion problem of city centers, the options of mono-rails, metro rails, cable car are floated in the mind of national planners.

Underpass Structure is one type of Bridge Structure. In which the Traffic is Heavy on the crossing or at the junction, Underpass Structure is Provided. Underpass structure is a called one type of Grade Separator. In Highway which is above 4 lane or 6 lane Highway underpass is frequently provided at the junction and crossing due to heavy traffic. In underpass Bridge Structure is many types Vehicular underpass, Pedestrian Underpass or Cattle Underpass and Vehicular Uunderpass etc., this all are the called Grade Separator required width of Span is necessary more than provide the Vehicular Uunderpass but span width is providing less so go through the Vehicular underpass and Pedestrian/cattle Underpass. The Bridge Branch/Department of Roads is seeking qualified consulting firm for detailed design, drawing and report preparation of Vehicular underpass at Baneshwor Junction for through traffic between Bagmati Bridge(Arniko Highway) and Dhobi Khola Bridge (Arniko Highway) and at Maharajung Chowk Junction for through traffic between Dhumbarahi (Ring Road) and near Basundhara Chowk (Ring Road).



Site 1: Bagmati Bridge(Arniko Highway) and Dhobi Khola Bridge (Arniko Highway) 1.47 KM



Site 2: Dhumbarahi (Ring Road) and near Basundhara Chowk (Ring Road) 0.5 Km

2. Objective of the Service

The objective of the consultancy service is to prepare detailed project report of Vehicular underpass at Baneshwor Junction for through traffic between Bagmati Bridge(Arniko Highway) and Dhobi Khola Bridge (Arniko Highway) and at Maharajung Chowk Junction for through traffic between Dhumbarahi (Ring Road) and near Basundhara Chowk (Ring Road).

3. Scope of the service

The scope of the service are, but not limited to :

- Topographical survey of the road section covering RoW + 2x 10m, Contours at 0.25 m interval in plain area.
- 3 days 24 hr traffic study at the intersection
- Geotechnical Investigation

Bore Holes each to a depth as mentioned in the Bill of Quantities and as explained below preferably at the possible locations as per structure proposed in preliminary design with conduction of SPT. The number of SPT as mentioned in the BOQ with suitably distributed over the depth of the boreholes. The depth of soil exploration from ground level not exceeding 25m.

Depth of soil exploration done must be certified by the branch for each bore hole and samples of soil (about ½ Kg) in each strata found in each bore holes should be submitted in plastic bags duly labeled to the branch for the record.

Laboratory Tests to be carried out

- (i) Natural moisture content
- (ii) Sieve analysis
- (iii) Hydrometer analysis
- (iv) Atterberg's limit
- (v) Specific gravity
- (vi) Unconfined compression test
- (vii) Direct shear test
- (viii) Consolidation test

Determination of engineering properties and geotechnical parameters of each layer of soil.



- Based on the collected information and results of the discussions mentioned above the consultants shall design considering the issues of section 4 of the ToR.
- The consultants shall produce detailed quantity estimate of vehicular underpass including all related structure for traffic management at the junctions.
- 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.
- Reporting : Inception Report , including desk study findings, detailed revised work and manning schedule. Preliminary design report shall be submitted after performing the traffic study. After geotechnical investigation and detailed design as per finalized preliminary design, Draft DPR shall be submitted to the Bridge Branch/DoR for their comments. After receipt of comments of the BB/DoR, the Final DPR shall be finalized duly incorporating the comments of the employer.

4. Detailed Design Considerations

- As far as possible, the underpass roadway shall conform to the natural lines of the highway at the approaches as regards alignment, profile and cross-section. The lane for through traffic shall be not less than 4.
- Road profile shall not dip too sharply under the structure as that will produce a considerably enhanced sense of restriction when compared with a profile that proceeds smoothly through.
- Sufficient provisions for other direction traffic, without compromising the recent facilities. All existing service lanes shall be at level with additional improvements.
- Provision for merging and diverging option from Fast lane to Service lane and vice versa, not closer than 120m left and right of Baneshwor Junction and 100m left and right of Maharajjung Chowk Junction
- Underpass shall be designed as per Indian standard such as a IRC:6, IRC 78 and IRC 112 and others IRC standards in India.
- Construction of Underpass in different type of consideration is effect on them. Geometry, Foundation and Earth Pressure, Vehicle Loads, Friction Forces, Earthquake Loads and Secondary Effects, Materials, Construction methods, Environmental constraints, Requirements of affected Authorities, Aesthetics of the structure and surrounds.
- The Design of Underpass Structure in considered the structure depths of Girder and Deck Slab. If Box girder type underpass in L/24+0.3 (m) Depth and Beam and Slab Type Underpass in L/18+0.3 (m) types of Structural Depths is used. Structural Economy is major impact on the Project cost, in which type of Structure is Designed and the Underpass is on curvature or not is much effect on them.
- Retaining walls used for forward and Backward of underpass of structure, to retain the soil on retaining walls. They shall be designed by a qualified geotechnical condition. Design assumptions

including soil parameters slope and quality of backfill, drainage provisions etc. shall be clearly specified on the drawings.

- Conscious effort must be made to create a sense of freedom for the drivers travelling through the underpass. In order that capacity, speed and safety of travel are not affected, the lateral and vertical clearances at underpasses must be adequate.
- Lateral clearance is the distance between the extreme edge of the carriageway to the face of the nearest support whether it is a solid abutment, pier or column. : Min. 2m on either side
- Vertical clearance stands for the height above the highest point of the travelled way, i.e., the carriageway and part of the shallers meant for vehicular use, to the lowest point of the overhead structure. : Min. 5.5m so that double-decker buses could be accommodated.
- Longitudinal drainage of structures shall be provided for run-off from a 1 in 10-year frequency storm. For structures carrying freeway traffic, there shall be no flooding of traffic lanes. Provision shall be made for longitudinal drainage on bridges and underpass. The longitudinal slope of a bridge carriageway shall be a minimum of 1% except over water where a horizontal structure is acceptable. The cross falls on the bridge are to match those on the abutting pavements. Consideration shall be given to the effect of drainage outlets.
- Protect vehicles from accidents with abutments or piers. Guard-rails must be provided at a suitable height at road edges and as carriageway divider. These shall be of a robust design to effectively resist disturbance of the support in the event of a collision.
- Safety considerations :Appropriate lighting, Use of appropriate warning signs , Comprehensive plan and design for utilities relocation.

5. Expert required

- Team Leader / Geotechnical Engineer : International
- Structural Engineer

A. Key Professionals (CV will be Evaluated)	
Team Members	Education Qualification and Experience
Team Leader/ Geotechnical Engineer (International)	<u>Education:</u> <ul style="list-style-type: none"> • Minimum: Graduate in Civil Engineering • Desirable: Masters in Geotechnical Engineering <u>Experience:</u> <ul style="list-style-type: none"> • Total Experience- 20 years • Experience in Road Related Field- 15 years • 10 years experience as a Geotechnical Expert and minimum experience of 3 Vehicular Underpass Planning and Design (SAARC Region)
Structural Engineer	<u>Education:</u> <ul style="list-style-type: none"> • Minimum: Graduate in Civil Engineering • Desirable: Masters in Structure Engineering/Bridge Engineering <u>Experience:</u> <ul style="list-style-type: none"> • Total Experience- 15 years • Experience in Road Bridges related field - 10 years • 5 years experience as a Structure/Bridge engineer in road & bridge projects



6. Reporting

- **2 copy of Inception Report within 3 week of Work order**
- **2 copy of Preliminary Design Report within 6 week of Work order**
- **3 copy of Draft DPR within 18 week of Work order**
- **3 copy of Final DPR Report within 2 week, after comment on draft report.**

7. Mode of Payment

- 20% of the contract amount after completion after submission and approval of Inception report.
- 60% of the contract amount after submission of the Draft Report
- Remaining Final Payment after submission and acceptance of the Final Report and after returning all the documents, maps and reports, if borrowed from the DoR.

Government of Nepal
 Ministry of Physical Infrastructure and Transport
 Department of Roads
BRIDGE BRANCH

Bill of Quantities

Detailed design, drawing and report preparation of Vehicular underpass at Baneshwor Junction for through traffic between Bagmati Bridge(Arniko Highway) and Dhobi Khola Bridge (Arniko Highway) 1.47Km and at Maharajung Chowk Junction for through traffic between Dhumbarahi (Ring Road) and near Basundhara Chowk (Ring Road),0.50Km
Contract No : BB-337320-UP-074-75-03

SN	Particulars	Unit	Total quantity	Rate (NRs)	Rate in Words	Amount (NRs)
1	Desk Study , Field works, Topographical Survey of the alignment, Manual traffic volume and vehicle classification survey, Design of the vehicular underpass and necessary elements, cost estimates and preparation of reports, Preparation of drawings, Submission and presentation of the works as per TOR	Job	1			
2	Detailed soil investigation in bore holes including transportation and all necessary Laboratory tests as per TOR	RM	280			
	Total (NRs.)					
	VAT					
	Grand total (NRs.)					

Submitted by :
 Name of consultant:
 Seal

Date: