



Government of Nepal

Ministry of Physical Infrastructure & Transport

Department of Roads

Madan Bhandari Highway Project Directorate

Chakupat, Lalitpur

NOTICE FOR SHORTLISTED CONSULTING FIRMS

Notice No: 01-MBHPD/075/76

Date of publication: 2076/02/24

As per the notice of invitation for EOI published in Nagarik National Daily dated 2075/12/28 for the Detailed Engineering Survey, Design of Road, Report Preparation (DPR) and Initial Environmental Examination (IEE) of Baddichour-Gutu-Simchour Section of Madan Bhandari Rajmarga (94 K.m.) under contract number MBHPD/3371254/075/76/DPR-04, top eleven (11) shortlisted consulting firms/JV are hereby invited to submit their "Request for Proposal" (RFP) as per clause-31 of PPA-2063. Submitted RFP's must reach the Madan Bhandari Highway Project Directorate, Chakupat, Lalitpur no later than the working hours on **22nd of Ashad, 2076**. Opening of thus submitted RFP document will be on **23rd of Ashad, 2076, 13:00** at same address. List of shortlisted firms/JV and standard RFP document will be available at the Madan Bhandari Highway Project Directorate, Chakupat, Lalitpur or can be downloaded from www.dor.gov.np/home/notice. In case the last day of submission of RFP and its opening falls on a public holiday, it shall be submitted on the following working day. The submitted RFP documents shall include adequate information and evaluation criteria to demonstrate their qualification in the best manner. In the case of missing document and certificate, no further justification and enquiry shall be entertained.

Project Director



Government of Nepal
Ministry of Physical Infrastructure & Transport
Department of Roads
Madan Bhandari Highway Project Directorate
Chakrapati, Lalitpur

Date:- 2076/02/24

Letter No. 075/76

Ref. No. 123

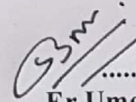
M/S RADEC-SSMSGSL-REC JV, Sanepa, Lalitpur.
M/S NREC-ECDC-BMCL JV, Kupandole, Lalitpur.
M/S BDA-BN-DGL JV, Kathmandu.
M/S MEH-RIDC-J & R JV, Mid-Baneshwor, Kathmandu.
M/S Card Consult Pvt. Ltd. (CARD), Babarmahal, Kathmandu.
M/S CIAS-SWEC-BARDAN JV, Lalitpur.
M/S Sitara-Homeland JV, Patandhoka, Lalitpur,
M/S FBC-CMS-EP JV, Sinamangal, Kathmandu.
M/S SILT-CERC-GEOCOM JV, Gaushala, Kathmandu.
M/S GOEC-GIDAN JV, Buddhanagar, Kathmandu,
M/S Cosmopolitan Consultant and Technical Education Centre Pvt.Ltd.Buddhanagar, Kathmandu.

Ref: Detailed Engineering Survey, Design of Road, Report Preparation (DPR) and Initial Environmental Examination (IEE) of Baddichour-Gutu-Simchour Section of Madan Bhandari Rajmarga (94 K.m.), Contract Identification No.: MBHPD/3371254/075/76/DPR-04.

Subject:- Request For Proposal

Dear Sir/Madam,

We are pleased to inform you that above-mentioned consulting firms are shortlisted after the evaluation of electronically submitted EOIs under contract number MBHPD/3371254/075/76/DPR-04 to carry out the consulting work named as Detailed Engineering Survey, Design of Road, Report Preparation (DPR) and Initial Environmental Examination (IEE) of Baddichour-Gutu-Simchour Section of Madan Bhandari Rajmarga (94 K.m.). Hence, as per clause (31) of Public Procurement Act-2063, the above-mentioned short listed consulting firms are hereby requested to submit RFP at Madan Bhandari Highway Project Directorate within office hours of 2076/03/22. Furthermore, the request for proposal (RFP) document can also be downloaded from DoR's official website: www.dor.gov.np/home/notice.


Er. Umesh Bindu Shrestha
Project Director

Government of Nepal
Ministry of Physical Infrastructure and Transport
Department of Roads
Madhan Bhandari Highway Project Directorate
Chakupat, Lalitpur

Request for Proposal (RFP)

for

Consulting Services

for

Detailed Engineering Survey, Design of Road, Report Preparation (DPR) and Initial Environmental Examination (IEE) of Baddichour-Gutu-Simchour Section of Madan Bhandari Raajmarga (94 K.m).

Contract No. : MBHPD/3371254/075/76 DPR:04

Consultant's Name and address:

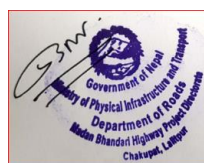


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Section 1. Letter of Invitation

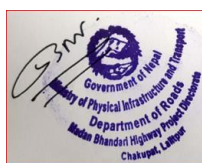
As per Attached



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.



- 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. 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.
- 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 (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 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

- 5.5. The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of



**Financial Proposals
(CBS Only)**

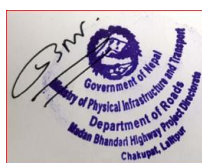
the consultant and the proposed prices shall be read aloud and recorded. The Client shall prepare minutes of the public opening.

**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: $S = St \times T\% + Sf \times P\%$. The consultant achieving the highest combined technical and financial score will be invited for negotiations.

6. Negotiations

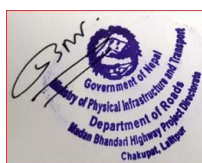
- 6.1 Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.
- 6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the consultant 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 the inputs required from the Client to ensure satisfactory implementation of the assignment.



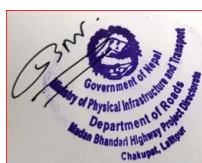
- 6.3 Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates in the cases of QCBS methods. For QBS, the consultant should provide the information on remuneration rates described in the 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 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.
 - 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:
- if it is proved that the bidder committed acts pursuant to the Information to Consultants clause 9.2,
 - if the bidder fails to sign an agreement pursuant to Information to Consultants clause 7.3,
 - 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
 - if convicted by a court of law in a criminal offence which disqualifies the consultant from participating in the contract.
 - if it is proved that the contract agreement signed by the consultant was based on false or misrepresentation of consultant's qualification information,
 - 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

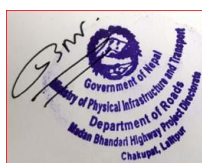
DATA SHEET

Clause Reference

1.1	The name of the Client is: Government of Nepal Ministry of Physical Infrastructure and Transport Department of Roads Madan Bhandari Highway Project Directorate The method of selection is: Quality and Cost-Based Selection (QCBS)
1.2	The name, objectives, and description of the assignment are: Name : Road as given in the BOQ Objectives: Detail Engineering Survey, Design of Road and Report Preparation (DPR) and Initial Environmental Examination (IEE) of Baddichour-Gutu-Simchour Section of Madan Bhandari Raajmarga.
1.3	A pre-proposal conference will be held on 15th day of issue of letter of invitation at 1:00 p.m. at the Department of Roads, Madan Bhandari Highway Project Directorate, Chakupat, Lalitpur The name(s), address(es), and telephone numbers of the Client's official(s) are: Name: Umesh Bindu Shrestha, Project Director Address : Government of Nepal Ministry of Physical Infrastructure and Transport Department of Roads Madan Bhandari Highway Project Directorate e-mail: mabhpdp@gmail.com
1.4	The Client will provide the following inputs: NA
1.10	The clauses on fraud and corruption in the Contract are: NA
2.1	Clarifications may be requested 7 days before the submission date The address for requesting clarifications is: Government of Nepal Ministry of Physical Infrastructure and Transport Department of Road Madan Bhandari Highway Project Directorate
3.1	Proposals should be submitted in the following language(s): English
3.3	(i) Short listed consultants/entity may not associate with other short listed consultants: (ii) The estimated number of professional staff-months required for the assignment is: NA (iii) Available Budget for Fixed Budget Assignment : NA (iv) Reports that are part of the assignment must be written in the following language(s): English
3.9	Proposals must remain valid for 90 days after the submission date.
4.3	Consultants must submit an original and no additional copies of each proposal:



4.4	The proposal submission address: Same as in 2.1 Information on the outer envelope should also include: Contract ID.																																																																
4.5	Proposals must be submitted no later than: as per letter of invitation																																																																
5.1	The address to send information to the Client is : Same as in 2.1																																																																
5.3	The number of points to be given under each of the evaluation criteria are: 1. Evaluation of Technical Proposal: The Technical Proposal will be evaluated on the following grounds: <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>30</td></tr><tr><td>3</td><td>Technology Transfer</td><td>5</td></tr><tr><td>4</td><td>Professional Key Personnel</td><td>45</td></tr><tr><td colspan="2">Total</td><td>100</td></tr></table> <i>Pass marks shall be considered as 60% of the total maximum points.</i> 1) Relevant experience of the firm <i>Maximum 20 Marks</i> <table><tr><th>S.N.</th><th>Work Experience</th><th>Total Marks</th><th>As consultant</th></tr><tr><td>A.</td><td>Completion of work of "Detailed Engineering Survey and Design" or "DPR" or "Construction Survey, Design and Supervision" of a Road <u>(Road length greater than equal to 30 Km).</u></td><td>12</td><td>1.0 points for each job</td></tr><tr><td>B.</td><td>Completion of work of "Initial Environmental Examination (IEE) / Environmental Impact Assessment (EIA)" of a Road <u>(Road length greater than equal to 10 Km).</u> <i>[Note: Completion of Concise IEE shall not be considered as specific experience of firm/company.]</i></td><td>8</td><td>1.0 points for each job</td></tr></table> 2) Methodology of Service Delivery <i>Maximum 30 Marks</i> <table><tr><th>SN</th><th>Particulars</th><th>Evaluation Remarks</th><th>Total Marks</th><th>Marks</th></tr><tr><td rowspan="12">Desk Study</td><td rowspan="4">Comments or suggestions on ToR and services</td><td>Not Significant</td><td rowspan="4">3.0</td><td>0.0</td></tr><tr><td>General Comments or Suggestion</td><td>0.9</td></tr><tr><td>Slightly Specific Comments or Suggestion</td><td>1.8</td></tr><tr><td>Significantly Specific Comments or Suggestion</td><td>3.0</td></tr><tr><td rowspan="4">Description and review any relevant documents like Design standards etc.</td><td>Not Significant</td><td rowspan="4">3.0</td><td>0.0</td></tr><tr><td>General Review</td><td>0.9</td></tr><tr><td>Slightly Critical Review</td><td>1.8</td></tr><tr><td>Critical Review</td><td>3.0</td></tr><tr><td rowspan="3">If any of the key personnel has visited and described the site and has attached supporting photographs with a site visit letter from Government</td><td>No Description</td><td rowspan="3">5.0</td><td>0.0</td></tr><tr><td>General Description</td><td>1.5</td></tr><tr><td>General Description with site photograph or a site visit letter</td><td>3.0</td></tr></table>	S.N	Particulars	Maximum points	1	Relevant experience of the firm	20	2	Methodology of Service Delivery	30	3	Technology Transfer	5	4	Professional Key Personnel	45	Total		100	S.N.	Work Experience	Total Marks	As consultant	A.	Completion of work of "Detailed Engineering Survey and Design" or "DPR" or "Construction Survey, Design and Supervision" of a Road <u>(Road length greater than equal to 30 Km).</u>	12	1.0 points for each job	B.	Completion of work of "Initial Environmental Examination (IEE) / Environmental Impact Assessment (EIA)" of a Road <u>(Road length greater than equal to 10 Km).</u> <i>[Note: Completion of Concise IEE shall not be considered as specific experience of firm/company.]</i>	8	1.0 points for each job	SN	Particulars	Evaluation Remarks	Total Marks	Marks	Desk Study	Comments or suggestions on ToR and services	Not Significant	3.0	0.0	General Comments or Suggestion	0.9	Slightly Specific Comments or Suggestion	1.8	Significantly Specific Comments or Suggestion	3.0	Description and review any relevant documents like Design standards etc.	Not Significant	3.0	0.0	General Review	0.9	Slightly Critical Review	1.8	Critical Review	3.0	If any of the key personnel has visited and described the site and has attached supporting photographs with a site visit letter from Government	No Description	5.0	0.0	General Description	1.5	General Description with site photograph or a site visit letter	3.0
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		General Description		1.5																																																													
		General Description with site photograph or a site visit letter		3.0																																																													



		agencies as concerned Division Road Office/District Development Committee/ Municipality Office/Village Development Committee.	Technical Description with site photograph and a site visit letter		5.0		
	Proposed Methodology	Methodology to perform Socio-economic, Traffic Study and review of feasibility study of new road section	Not Significant	3.0	0.0		
			General Methodology		0.9		
			Clear Methodology without flow charts		1.8		
			Clear Methodology with flow charts		3.0		
		Methodology to perform Detailed Engineering Survey and Design (Hydrology, Hydraulic, Soil investigation, Pavement Design, Road Side Structure Design etc.	Not Significant	5.0	0.0		
			General Methodology		1.5		
			Clear Methodology without flow charts		3.0		
			Clear Methodology with flow charts		5.0		
		Methodology to perform Initial Environmental Examination (IEE) or Environmental Impact Assessment (EIA)	Not Significant	4.0	0.0		
			General Methodology		1.2		
			Clear Methodology without flow charts		2.4		
			Clear Methodology with flow charts		4.0		
		Methodology of DPR Preparation	Not Significant	3.0	0.0		
			General Methodology		0.9		
			Clear Methodology without flow charts		1.8		
			Clear Methodology with flow charts		3.0		
	Proposed Schedule	Work schedule with description	Not Significant	2.0	0.0		
			Fairly justify the proposed methodology		0.6		
			Moderately Justify the proposed methodology		1.2		
			Relevant to proposed methodology		2.0		
		Manning schedule as per Work Schedule	Not Significant	2.0	0.0		
			Fairly justify the proposed Work Schedule		0.6		
			Moderately Justify the proposed Work Schedule		1.2		
			Relevant to proposed Work Schedule		2.0		
		Total Marks			30.0		
3) Technology Transfer					Maximum 5 Marks		
	Particulars	Evaluation Remarks	Marks	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	0.0
					General	1.5	
					Moderate with standard method of description	3.0	
	Significant description with charts	5.0					



4) Professional Key Personnels**Maximum 45 Marks****4.1 Marks for CV of Key Personnel:-****Maximum 35 Marks**

Professional Key Personnel	Maximum Marks	Minimum experience after Bachelor Degree	Education Required	Marks for Specific Job Experience	Remarks
Team Leader for DPR (Highway / Transportation Engineer)	10	8	M.Sc. in Highway / Transportation Engineering or Equivalent	1 marks for each job	
Team Leader for IEE (Environmental / Forestry Specialist / Ecologist)	8	5	Master's degree in Environmental Science / Engineering or Equivalent	1 marks for each job	
Geotechnical Engineer / Geologist / Engineering Geologist	5	5	M.Sc. in Geotechnical Engineering or Geology or Equivalent	1 marks for each job	
Hydrologist	5	5	M.Sc. In Water Resource / Hydrology / Hydraulics Engineering or Equivalent	1 marks for each job	
Socio-Economist	4	5	M.A. In Economics / Sociology or Equivalent	1 marks for each job	
Civil Engineer	3	4	B.E in Civil Engineering or Equivalent	1 marks for each job	
Total=	35				

4.2 Marks for Key Personnel:-**Maximum 10 Marks**

Professional Key Personnel	Maximum Marks for Education	Maximum Marks for year of experience	Marks for Education	Marks for each year
Team Leader for DPR (Highway / Transportation Engineer)	1.5	1.5	1.0 points for basic qualification (BE In Civil Engineering or equivalent)	0.15 marks each year
			1.5 points for post-graduation (M.Sc. In Highway/Transportation Engineering or equivalent)	
Team Leader for IEE (Environmental / Forestry Specialist / Ecologist)	1	1	0.5 points for bachelor degree in Environmental Science or Equivalent.	0.01 marks each year
			1.0 points for post-graduation (Master's degree in Environmental Science/ Engineering or equivalent)	
Geotechnical Engineer / Geologist / Engineering Geologist	0.5	0.7	0.25 points for basic qualification (BE In Civil Engg. or equivalent)	0.07 marks each year
			0.5 points for post-graduation (M.SC.in Geotechnical	



			Engineering / Geology or equivalent)	
Hydrologist	1	0.5	0.5 points for basic qualification (BE In Civil Engineering or equivalent)	0.05 marks each year
			1.0 points for post-graduation (M.Sc. In Water Resource/Hydrology/ Hydraulics Engineering or equivalent)	
Socio-Economist	0.5	0.8	0.25 points for bachelor degree in relevant field.	0.08 marks each year
			0.5 points for post-graduation (M.A. In Economics/ Sociology or equivalent)	
Civil Engineer	0.5	0.5	0.5 points for bachelor degree in Civil Engineering or equivalent	0.05 marks each year
Total=	5	5		
Note 1:-The firm and/or JV shall have to submit Notary Public attested Experience Certificates. No marks shall be given for the experience of the firm if the certificate of completion is not attached. If the firm has completed more than one job in a single package, each job shall be considered. Note 2: The services for Govt of Nepal (GoN) organizations (Fully or Semi/Partially Owned) shall only be evaluated as firm/JV experiences for the Proposal. The Specific experiences as JV partners shall be provided full marks and any experience by firm as "In association with" shall not get any marks. Note 3: Any sublated Service for Govt of Nepal (GoN) organizations (Fully or Semi/Partially Owned) by a firm or JV from another private firm/JV shall not be evaluated as firm/JV experience for the Proposal. Note 4: Any service experience older than 7 year (counted from the last date of submission of EOI) shall not be evaluated as firm/JV experience for the Proposal Note 5: CV of each professional key professionals shall be submitted with signature of professional and authorized representative of the firm/JV. Note 6: Proposed professional key personnel shall not be repeated by the same firm/JV and/or another firm/JV. In case of repetition of professional key personnel, the Unit shall ask via email the person for physical presence within three days to declare him/herself the firm/JV to whom he/she shall want to be associated. Note 7: CV of personnel's shall clearly mention him/her e-mail address and mobile no. Note 8: The firm/JV shall have to submit the NEC registration certificate for engineer professionals (except Economist / Sociologist, Environmentalist / Forestry Specialist / Ecologist, Geologist). Note 9: The firm/JV shall also have to submit the any certificate as evidence of his/her education (degree, including bachelor and master if needed) as required above with Notarized Academic certificate of manpower resources. Note 10: Anything not mentioned in the above paragraphs shall be as per the Public Procurement Act-2063 and Public Procurement Regulation-2064. Note 11: If the CV of proposed personnel found in 'work in hand' of any firm and schedule of work of such personnel overlaps, the CV shall be rejected. Clarification 1: For Key Personnel, minimum road length with the specific job shall be greater than or equal to 30 Km for Team Leader (DPR), greater than or equal to 10 Km for Team Leader (IEE) and greater than or equal to 5 Km for Other Personnel. Clarification 2 : The Work Experience for all Key Personnel shall be mentioned in following format:-				
Name of Project	Road Length	Name of Client	Start Date-Completion Date	Name of Firm involved in as (Single/JV)

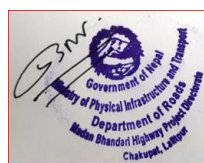


	Scope of Project				
	Professional involved as (Position held)				
	Description of Duties				
	2. EVALUATION OF FINANCIAL PROPOSALS The financial proposal of any firm shall be evaluated based on the amount quoted by the firm for the execution of the Feasibility study works. The score for the financial proposal of a firm shall be determined using the following formula. $F = (A_{\text{lowest}}/A) \times 100$ Where, F -score for the financial proposal of the firm, whose financial proposal is being evaluated A_{lowest} -lowest of the financial proposal amounts quoted by the firms, which have been selected after evaluation of their technical proposals A -amount quoted by the firm, whose financial proposal is being evaluated 3. OVERALL EVALUATION OF PROPOSALS After the evaluation of the technical and financial proposals of the firms the overall score obtained by any firm is calculated by assigning a weightage of 85% to the score obtained in technical proposal and 15% to the score obtained in the financial proposal. The overall score is calculated by the following formula: Overall score = 0.85*T + 0.15*F Where, T -score for the technical proposal of the firm, whose proposal is being evaluated F - score for the financial proposal of the firm, whose proposal is being evaluated				
5.9	The fixed Budget Ceiling for the assignment is : NA				
5.11	The formula for determining the financial scores is the following: <i>Sf = 100 x Fm/F</i> , 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	The minimum insurance amounts shall be: The professional liabilities Insurance minimum cover for consulting services required by agreement is: [100%] of the Contract Amount.				



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

[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,

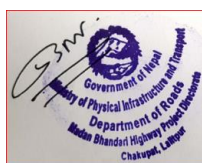
Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Consultant:

Address:



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** provides information on other projects which are not relevant to the proposed job.



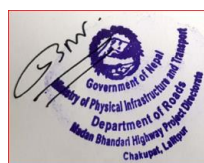
3C. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE CLIENT

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



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. **I also declared that, my proposed work schedule has not been overlapped with any other work schedule of similar job nature.**

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.



Section 4. Financial Proposal - Standard Forms

4A. Financial Proposal submission form.

4B. Bill of Quantity

(Attached)



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:



4B. BOQ

BILL OF QUANTITIES :

(Attached)



Section 5: Terms of Reference

BACKGROUND

The Department of Roads, Madan Bhandari Highway Project Directorate, Lalitpur (herein after referred as "the Project Directorate" or as "the Office"), intends to utilize services of engineering consulting firms well experienced in the fields of survey and design of roads, bridge engineering, river training works, environment aspects etc. for providing engineering consulting services for detailed project report preparation of proposed roads.

Name of road: As per BOQ

Existing road-head to be connected to: As per BOQ

District: As per BOQ

Development Region: As per BOQ

Proposed Class of Road: Feeder Road (Minimum Two lane Standard)

2.0 OBJECTIVES OF THE WORK

The main objective of the consulting services are:

- to perform detail feasibility study
- to perform alignment detailed survey and design
- to perform socio-economic and traffic study
- to suggest option of upgrading and design accordingly
- to prepare detailed report of the stated road(s) based on sound techno-economical approach.
- to develop project implementation plan

3.0 SCOPE OF WORK

The firm shall carry out the necessary field works along the alignment. The firm shall be responsible for accuracy, interpretation, analysis of all data received and for the conclusion and recommendations in their report. The scope of work to be carried out by the firm shall include but may not be limited to the following:

Phase A

3.1 Desk Study

A desk study shall be carried out, collecting all data, political & geological map, hazard map, road network map, map of earthquake zoning, land use map, aerial photo and information relevant to survey and design of the road and reviewing for planning of field survey and investigation works. After the desk study, the firm shall submit the inception report.

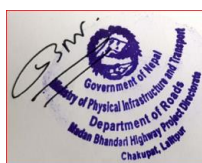
3.2 Preliminary Site Visit

The firm shall perform preliminary site visit by a walk-over survey to get information about:

- Existing Road Condition
- Tentative road length as new road section

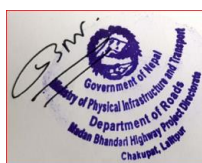
3.3 Socio-economic studies of influence area with maps and sketches

- Demographic picture:
 - (a) Influenced population/economic activity of influenced population
 - (b) Structure of population
 - (c) Nature of migration and outside influx etc.



- Land use pattern:
 - (a) Wild life sanctuary
 - (b) Forest
 - (c) Production in influenced area and surplus in influenced area
 - (d) Settlement pattern etc.
- Trade, Industry and Commerce (existing & planned):
 - (a) Local produces and other resources
 - (b) Export and import
 - (c) Major industries and cottage industries
 - (d) Market development
 - (e) Tourism potential etc.
 - (f) Major development works (hydro power project, irrigation project, other governmental/no-governmental development programs etc.)
- Health (existing & planned):
 - (a) Hospital
 - (b) Health post
 - (c) Ayurvedic clinic etc.
- Education (existing & planned):
 - (a) Primary schools
 - (b) Secondary schools
 - (c) High schools
 - (d) Colleges/institutions etc.
 - (e) Universities
- Transport and communications network (existing & planned):
 - (a) Trail network and trail bridges
 - (b) Airport, STOL strips, helipad etc.
 - (c) Water transport
 - (d) Rope-ways
 - (e) Road network
 - (f) Telecommunication, postal service & other communication networks etc.
- Administrative facilities:
 - (a) Government offices
 - (b) Co-operation offices
 - (c) Banks etc.
 - (d) Police station

3.4 Traffic Study



To determine the type and volume of future traffic for the proposed roads, the firm shall analyze all existing statistical data affecting traffic within influence area. The firm shall carry out traffic counts and origin/destination surveys or any other surveys as necessary to determine the nature of traffic and the present volume of goods, animal and pedestrian movements (motorized as well as non-motorized traffic) within the influence area. Traffic data shall be co-related to the influenced population (or economically active population) and production (surplus or deficit in agriculture/industry etc.)

Threshold traffic value for construction and upgrading of the road, for the reduction of total transport cost, judgment shall be applied considering all possible method.

In broad terms, the firm shall also identify, describe and quantify existing and probable future traffic generating sources, based on the probable future development of the influence area on relevant factors, such as;

- (a) Population growth and changes in population distribution.
- (b) Regional economic growth.
- (c) Development of agriculture, forestry, mineral and other resources.

Anticipated domestic trade in agriculture and non-agriculture commodities. A second traffic forecast shall be made assuming that an appropriate accelerated development program within the zone of influence is undertaken by the Government.

Traffic study should include the detail study of normal, diverted and generated traffic.

3.5 Feasibility Study of New Road Section

The preliminary engineering design shall establish the technical feasibility and initial cost estimate of viable alternatives. The following guidelines apply:

- Plans of each alternative may be expanded to show all the key components and their connections with one another.
- Typical cross-sections and details may be developed to demonstrate the technical feasibility of the project component and to enable a quick estimate of quantities.
- Key engineering calculations shall be carried out to prove technical feasibility.
- Any deviations from standards shall be identified. The implications and effects shall be discussed and agreed with stakeholders while comparing alternatives.
- The preliminary engineering design shall be in sufficient detail to permit costs to be estimated +/- 25%.
- The preliminary engineering shall identify sources, suitability and costs of materials for construction. As a minimum it shall include a survey of materials sources in the project vicinity.

Preliminary cost estimates shall be prepared based on the following:

- The quantities of the civil works shall be computed on the basis of the schematic plan, profiles and typical sections following standard methods of measurement.
- The rate analysis for civil engineering items shall follow the norms and market prices of construction materials, labor and equipment hiring rates.
- The rate analysis for civil engineering items may be verified using the mean rates from contracts in the last 5 years as much possible.
- The costs shall be broken down into local and foreign currency components, direct cost, overheads, taxes, physical and price contingencies.

The cost components shall be:

Construction



Each alternative alignment shall be included in the cost estimate. If necessary the cost of a road system which will be necessary to connect existing population concentrations and develop the economic potential of the region, preliminary cost estimate may be based on typical construction cost of road, highway and bridge etc. recently constructed by the Department of Roads but shall take into account recent increases in the cost of construction, materials and labor prevalent in the districts. Cost estimate for stage construction shall be considered possibility starting with a low cost solution with initially a dry season road. Estimate of the local and foreign cost components, if applicable shall also be made.

Maintenance

The cost of maintenance of road for design period shall also be considered. The Firm shall have to analyze and suggest the sources of income and the possibilities in which funds for the maintenance could be mobilized viz.: from local levels, toll taxes, vehicle registration fees or fines and transport equipment and spare parts taxes or through Road Board.

Road user cost

Cost of vehicle operating cost, accident cost etc. shall be included in existing & proposed conditions. Vehicle operating cost of the proposed road shall be mentioned in terms of roughness verses required pavement cost, which is dominating cost of vehicle operation.

Comparison

Comparison shall be made between different alignments taking into consideration of construction, maintenance, road user costs and other costs into consideration. While recommending the most feasible alignment in terms of construction cost, comparison shall be made with the operating cost as well as to determine the period during which the extra construction cost will be compensated. The ranking of alternatives shall be as recommendations given in manual of mountain risk engineering (MRE).

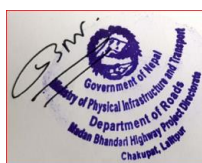
The following guidelines shall be applied:

- The life of the proposed works, and the residual value at the end of the life, shall be determined.
- The economic and financial analyses shall compare the benefits and costs of the project alternatives (the “with project” case) over the project life against projected conditions if no project were implemented (the “without project” case). Careful analysis is needed to define both cases.
- For economic analysis, nominal costs and benefits shall be converted to an economic basis by removing taxes and duties and applying shadow prices where appropriate.
- The construction cost, O&M cost, safety cost etc. shall be calculated over the construction and operating life of the project to generate the cost stream.
- Benefits shall be calculated over the operating life of the project to generate the benefit stream.
- Both cost and benefit streams shall be discounted and converted into present values using the discount rate specified by GoN.
- The economic indicators normally used to evaluate and compare alternatives shall be economic internal rate of return (EIRR), benefit-cost ratio (B/C), net present value (NPV) and incremental NPV.
- Where there shall be uncertainty on cost and benefit streams, sensitivity analyses shall be carried out for 25% increase in construction costs, 100% increase in maintenance cost, 20% reduction in user costs, 30% reduction in growth of benefits

Economic and Financial Analyses

The following guidelines shall be applied:

- The life of the proposed works, and the residual value at the end of the life, shall be determined.
- The economic and financial analyses shall compare the benefits and costs of the project alternatives (the “with project” case) over the project life against projected conditions if no project were implemented (the “without project” case). Careful analysis is needed to define both cases.



- For economic analysis, nominal costs and benefits shall be converted to an economic basis by removing taxes and duties and applying shadow prices where appropriate.
- The construction cost, O&M cost, safety cost etc. shall be calculated over the construction and operating life of the project to generate the cost stream.
- Benefits shall be calculated over the operating life of the project to generate the benefit stream.
- Both cost and benefit streams shall be discounted and converted into present values using the discount rate specified by GoN.
- The economic indicators normally used to evaluate and compare alternatives shall be economic internal rate of return (EIRR), benefit-cost ratio (B/C), net present value (NPV) and incremental NPV.

3.6 Report submission of Phase A

The consultant shall have to submit a report covering socio-economic study, traffic study and feasibility study along with **KMZ file** of the Road. After necessary correction and suggestions issued by the Unit, the firm shall start phase B.

Phase B

3.7 Detailed Engineering Study

The consultant shall coordinate with the respective Road Division/Project offices prior to commencement of Detail survey. In addition, after completion of the detail survey, the consultant shall request the respective Road Division/Project offices for certification regarding completion of survey works.

3.7.1 Topography Survey

The detailed Topographic survey of road corridor covering a width of 25m on either side of centreline will be carried out. The density of survey points will be at least 1 point per 25 square metres. Topographic map in 1:1000 should contain details of Survey control points. Settlement with starting and end points, Landslide/Slope instabilities, natural stream and structures.

For existing & new road section, the firm shall perform the task as below, but may not be limited to the following:

- Fixing of road alignment by setting out intersection point (IP) and intermediates points.
- Establishment of Bench Marks (BM):- BM should be established at spacing shouldn't be greater than 500 m interval along the road alignment with RCC pillar post of size 15cm*15cm*50cm with M20 or equivalent concrete, nails embedded flushed with top surface and 5cm above the natural ground level. All the reference point and control point should be established on the permanent structure.
- Cross Section shall be taken at LS 15-25 m interval depending upon the terrain and 2.5m interval across the alignment, minimum 25 m both side from the centreline.
- Topographical survey of road in minimum 25m wide strip on either side of the centre line.
- During construction layout, if BM coordinates, reference point and D-card details are deviate from design, the consultant must be liable to layout these details.

3.7.2 Engineering Study and Inventory Survey

- Road Inventory Survey
 - + Sub grade Condition Survey (Visual Survey)
 - + Existing structure Survey
 - + Side drains requirements Survey (L-drain, catch drain, intercepting drain etc.)
 - + Cross drainage requirements Survey (Culverts, bridge, aqueducts etc.)
 - + Retaining and protection work requirements Survey (retaining wall, breast wall, drops, cascade, benching etc.)



- + Land use Survey
- + The locations of settlements off the road structures electric poles, streams, and water taps within the area of the plan.
- Construction Materials Survey
 - + Identification of potential sources (query sites, min 2 site)
 - + Investigation of existing road materials on sites.

The firm shall perform the 2 set of Los Angeles Abrasion Test and Impact value test (in authorised lab) of the potential quarry material proposed for sub-base, base and chips.
- Geological and Geotechnical Survey
 - + General geology of the region, project area and the proposed road corridor shall be described and a geological map of the area be presented along with identification of major features, pertinent to the project.
 - + Nature, type and structure and surface soil of the area need to be clearly identified and further required investigations listed.
 - + Whenever applicable, slope stability analyses of the representative site need to be carried out and the finding and recommendation be given
 - + The location of debris flow and other possible obstruction to the road alignment.
 - + For existing road section, the firm shall perform DCP test of existing subgrade at 500m interval and conformity CBR should be conducted in laboratory.
- Hydrological and Meteorological Studies
 - + All relevant meteorological (Rainfall and Temperature) data and recommendation shall be presented.
 - + Study of the river and river system: The river system of the area shall be described in the report. Preferably a river system map of the catchment's area and beyond (whenever applicable) shall be produced.
 - + At least one cross-section of river at each crossing shall be produced. In the cross section all bed and bank characteristics shall be mentioned.
 - + Assessment of flood pattern and preliminary estimation of discharges shall be carried out. Similarly, expected HFL shall be fixed as far as applicable
 - + Information necessary for the design of the side drain and protection works as well as preliminary design of cross drainage structure shall be produced.

3.7.3 Design and Drawings

The design standard to be adopted for the detailed design shall be "Nepal Road Standard (2070) "& based on traffic volume and possible network importance but for minimum two lane standard. The design standard shall be finalized in close coordination with the Project Directorate.

Design of Road

- Calculate and plot the reduced ground level of longitudinal and cross section.
- Design the most economical road profile by balancing the volume of cut and fill to the nearest. (mass haul diagram)
- Design Horizontal and Vertical Curves.
- Design of grade and geometry of existing road that needed to be improved
- Design of sub-base for earthen road section based on DCP value.



- Appropriate Design of Pavement layer as per site condition, availability of material and equipment using minimum three standard methods and recommendation can be done for any other special condition if required.
- Design of appropriate road side structures and facilities
- Design of road safety facilities and structures.
- Design of the retaining structure (retaining wall, breast wall, Rcc wall etc. according to site condition)
- Design of drainage (side drain, drop, cascade etc.) and minor cross-drainage structure (Hume pipe culvert, slab culvert etc.)

Engineering Drawings Details

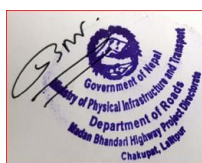
The firm will prepare the following plans and working drawings on suitable reports material using the format and title sheets as required by the engineer in charge.

- + Locality map (sometimes called a “key map”) showing the location of the works in relation to the region/district/municipality/VDC commonly at a scale of 1:2,500,000.
- + Site plan (sometimes called "index map") showing the project and its immediate neighborhood including the important physical features such as hills, rivers, tracks, etc. It may be to a scale of 1:50,000. The locality map and site plan are commonly drawn on a single sheet.
- + Map showing complete alignment with Kilometre, names of area, land use, village, VDC, municipalities, name of natural drainage etc.
- + Location Map showing linkage of the road with surrounding road network.
- + Map showing survey and design status of the complete road, intersection points, Benchmarks and other references points.
- + Plan with Topographical Map, Profile (Longitudinal Section) and Cross- Section in the following Scale.

☐	Plan	-	1:1000
☐	Horizontal Profile	-	1:1000
☐	Vertical Profile	-	1:200
☐	Cross Section	-	1: 200
- + Plans and profile of the road shall contain contour along with details of geometry viz. horizontal alignment with coordinates of IP, deflection angle, IP to IP distances, Chainage of IP, curve data etc. names of VDC or municipalities, forest, land use pattern, cross drainage structure, retaining and protection structure required or as directed by Engineer in charge.
- + Standard charts of mentioned cross drainage structures, retaining/Brest wall and protection works, side drain, typical cross section of the road according to types of soil, passing zone(if provided), hairpin bend (If provided)
- + D-card, Topo-Map (all coloured), legend of drawings, KMZ files etc. directed by Engineer in charge.

3.7.4 Preparation of Engineering Cost Estimate

- The quantities of the civil works shall be computed on the basis of the detailed plan, design profiles and cross-sections following the standard methods of measurement.
- The rate analysis for the civil engineering items will be made following the unified norms and market prices of construction materials, labor and equipment hiring rates.
- The cost shall also incorporate the cost for implementation of Environmental Mitigation Measures.



- The rates for civil engineering items shall be verified with the mean rates of prevailing contract prices of the last 5 years in the sector and geographical region.
- The costs will be broken down into local and foreign currency components. It will also be further broken down into direct cost, taxes, physical and price contingencies.
- The work may require a range of skills and expertise that a single contractor may not have.
- The firm and implementing agency shall consider all practical combinations of contract packages and decide the preferred combination based on their expert judgment and consideration of supervision and administration costs.

3.7.5 Bill of Quantities (BOQ)

Each item shall be clearly described and corresponding clauses of the standard and special specifications shall be referenced to allow the contractor to easily find the corresponding specification. The BOQ may be broken down into different types of works and shall clearly provide for VAT and contingencies.

3.7.6 Preparation of the Programme

The programme shall include the duration of activities and critical milestones on the following activities:

- Pre-construction activities of the implementing agency
- Consultancy services
- Construction of works.

For each construction package, detailed work schedules shall be developed which shall include the durations and milestones for the following activities.

Depending on the number of work packages, there may exist a number of parallel activities to be undertaken simultaneously and hence a critical path network may be developed which will include the following aspects:

- Definition of tasks/activities and their types
- Estimated duration of each of the task/activity
- Definition of task dependency relations
- Assignment of lead and lags on such dependencies
- Built in slack
- Identification of critical and near-critical paths.

The critical path network shall be drawn indicating all the tasks along with their durations and floats and highlighting the critical path.

3.7.7 Development of Project Objectives and Scope

The development of the project objectives shall be based on the sector policies of GoN requirements. Usually a single principal objective shall be stated with a number of specific sub-objectives. A logical framework approach shall be used to develop the goals and objectives for the project. While developing the objectives of the project, it is useful to refer to ex-post evaluation reports of similar projects in order to benefit from the lessons learned and recommendations coming out of earlier projects. The policy statement of the NPC states that “all proposals for all new development projects funded by foreign donor agencies and all central level development projects funded by GoN shall include a logical framework from the beginning of fiscal year 2000/2001”. An example of the proposed logical framework is presented below:

Project Title



Narrative Summary	Indicators (OVI)	Means of Verification (MOV)	Key Assumptions
Goal :			
Purpose :			
Outputs :			
Activities :			
Inputs:			

The key elements of the logical framework approach are briefly discussed below:

Goal: The ultimate goal or rationale of the project to which the specific project will contribute. The goal may be sectoral or area specific.

Purpose: The immediate objectives of the project. It is recommended that each project component shall have only one primary objective.

Outputs: The specific result to be produced by each project component i.e. the project “deliverables”.

Activities: The activities that have to be undertaken by the project in order to produce the outputs.

Inputs: The resources needed to implement activities. The inputs of a project are people, budget, materials and information.

Objectively Verifiable Indicators (OVI): A set of criteria presented in terms of quantity, quality, time and cost which will indicate in concrete terms that the expected results are achieved. The indicators shall be presented in measurable terms stating baseline and target values as well as the time frame for their achievement.

Means of Verification (MOV): The monitoring mechanism in a project such as specific reports and site visits by the Project Manager, donor or other monitoring agencies.

Key Assumptions: External conditions that could affect the progress or success of the project and which are outside of the control of the project. If these conditions change, they may adversely affect the delivery of project objectives. They shall be considered as the risk associated with the project and shall be evaluated separately.

3.7.8 Submission of Detailed Report

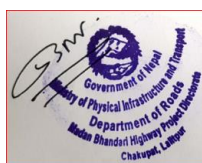
The firm shall submit draft report covering the entire task performed in details. The minimum volume of the report shall be:

- Volume 1 : Main Report
- Volume 2 : Drawing

All the photograph of BM, IP references, specific features shall be clearly mentioned in the report.

The Firms shall present the report, 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 Project Directorate and the firms. Maximum 10 no. of DoR personnel shall attend the presentation. The cost of such presentation shall be borne by the firms.

3.7.9 Coordination for Construction Survey:



The consultant shall coordinate along with necessary technical support with respective Division/Project office during implementation of the works.

4. REPORT OBLIGATIONS.

The firm shall submit the following reports in English.

- (a) One copy of monthly progress report;
- (b) Two copies of Inception report;
- (c) Two copies of Phase A Report;
- (d) Two copies of draft report; (min. 1 copy colour report).
- (e) Five copies of final report with original photos and maps all coloured.

5. WORKING TEAM

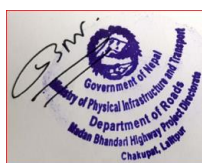
The working team for field and office works shall necessarily consist of the following Key Professional Personnel together with adequate supporting manpower.

- (1) Highway / Transport Engineer
- (2) Geotechnical Engineer
- (3) Hydrologist
- (4) Transport Economist/Sociologist
- (5) Environmentalist
- (6) Civil Engineer

6. MODE OF PAYMENT

- Payment up to 20% of the amount of component “B” of BoQ (Detail Engineering Survey, Design and Report Preparation (DPR)) shall be done after submission and approval of Inception Report.
- Payment up to 40% of the amount of component “B” of BoQ (Detail Engineering Survey, Design and Report Preparation (DPR)) shall be done after submission and approval of Phase A Report.
- Payment up to 80% of the amount of component “B” of BoQ (Detail Engineering Survey, Design and Report Preparation (DPR)) shall be done after submission of Draft Report.
- Payment up to 100% of the amount of component “B” of BoQ (Detail Engineering Survey, Design and Report Preparation (DPR)) shall be done after submission and acceptance of Final Report by DoR and returning all the documents, maps and reports, if borrowed from the DoR.

Note: In case of Payment of Professional Liability Insurance (PLI), Payment of 50% of the amount of component “A” (General Works) shall be done after submission and acceptance of PLI by DoR and remaining payment 50% of the amount of component “A” shall be done after completion of whole works (DPR+IEE) as mentioned in contract document.



Section 6: Terms of Reference (IEE)

1. Introduction

Government of Nepal would be responsible to meet the expenses against compensation, acquisition of land/building, royalty, tax refund, maintenance of handed over section, administrative cost, Environmental study etc. Department of Road, Madan Bhandari Highway Project Directorate will implement the Project. The objective of this project is to carry out environmental study before constructing or upgrading existing Roads to all weather bituminous Roads.

- The consultancy service will be procured in accordance with Public Procurement Act 2063, Public Procurement Regulation 2064 and Public Works Directives 2002 and financed through budgetary provision by the Government of Nepal. Now, the Department of Roads, Project Directorate has invited Technical and Financial proposal from the short-listed National Consultants for the abovementioned job.

2. Objective of the consultancy services

The proposed consultancy services intends to carry out Environmental Study as mentioned in section (1) for construction or upgrading of road to all weather Bituminous roads standard. The Department is now required to prepare Initial Environmental Examination (IEE) report before implementation of proposed construction or upgrading of existing road to all weather bituminous road. To facilitate Proponent the Consultant shall prepare a Terms of Reference (ToR) in the format as indicated in Environment Protection Rule (EPR) 2064. The Ministry of Physical Infrastructure and Transport (MoPIT) may approve the ToR as submitted or in the revised form. The Consultant is required conducting IEE study based on approved Terms of Reference. The IEE report, thus prepared, is also required to be approved from the same authority i.e. MoPIT.

3. Scope of Work

The principal services to be provided by the consultants to fulfill 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 office and field works including topographical map study, alignment assessment, geological assessment, necessary laboratory testing to prepare ToR and Report, which shall incorporate all the priority issues of work by categorizing them into physical, biological, socio-economic, and cultural aspects of both Beneficial and Adverse types, for both pre-construction, construction and post- construction, operational and maintenance stages, as per EPA 2053 and EPR 2064 with amendments.

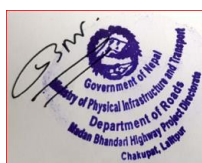
- The consultants should refer to other project reports, however the responsibility for verification of the accuracy of the data, findings and conclusion contained therein shall rest with the consultants. The entire task must follow the requirement and standard acceptable to DOR and should be based on current proven and accepted practices and ESMF. The consultant shall carry out their services in accordance with accepted professional standards, utilizing sound engineering and economic practices.

• 3.1 Terms of Reference

The ToR provides guidance to the Consultant to prepare the IEE report. The ToR is meant for listing activities to be performed during the preparation of the IEE report with specific guidance including:

Location wise site specific information & Quantification

- Identification and description of the issues to be investigated;
- Systematizations of the working procedures;
- Delineation of the working procedure;
- Delineation of the specific activities to be undertaken;
- Fitting the IEE study within the context of existing policies, laws and administrative procedures;
- Clarification of the responsibilities of the different institutions involved in the project cycle;



- Setting out a time frame with the required experts for carrying out the IEE study together with the estimated budget required;
- Accomplishment of the works within the specified time;
- Special emphasis to the most significant aspects of the study; and
- Technical guidance relating to the main aspects of the environment which will require delineation during the course of the IEE study.

The TOR should follow SMART (specific, measurable, achievable, result oriented and time framed) rule to the extent possible and with due consideration on the legal provisions and the **Schedule- 3 of the EPR 1997**.

Data collection

The TOR should clearly spell out the methods and techniques, which shall be employed during data collection. For example, the TOR should indicate the data sources and data collection methods, particularly the primary and secondary data. It could also include methods, which shall be used while collecting the information. The TOR may include the following methods as appropriate, and such methods may vary from project to project:

Physical parameters - *walkover survey, inventory, literature review (including feasibility study and previous works), map study and national level databases,*

Biological parameters - *identification of species including protected species along the alignment, sampling and estimation on influence area*

Socio-economic parameters - *Semi-structured interview with key informants, asset survey (Project Affected Families), questionnaire, map interpretation and walkover survey*

Cultural and Religious parameters - *interview, walkover survey*

Although, there is no practice of indicating the data analysis methods in the TOR for the IEE study, it is advised to include relevant methods for data analysis so as to minimize the methodological errors.

Environmental Impacts

The ToR should clearly indicate the types of environmental issues that should be mentioned in the IEE report. The IEE report should evaluate the impacts of the road project on the environment as follows:

- Impact identification
- Impact prediction
- Determination of significant impacts

Efforts should be made to include appropriate tools such as checklist, matrices, network, overlay methods, and other enhanced tools for data analysis and prediction of the impacts. The TOR should also include the type of methods that should be used to evaluate the significance of the impacts. This section should clearly indicate the requirements of impact identification, prediction and evaluation on the following aspects or as applicable to the Project:

Physical Issues/Chemical Issues

Landscape disturbance

Landslide, soil erosion and slope stability issues

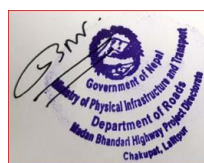
Sediment transport/Scouring

Air quality (if it is possible)

Noise level (if it is possible)

Water quality (of rivers crossing the road alignment)

Road safety measurers



Quarry/borrow pit and disposal area/Stock of material

Issues infrastructure such as irrigation ,channel water supply, transmission line, telephone line etc

Access Road

Temporary disruption of Public utilities

Re-instatement and Re-location of existing services

Existing bridge, pipe culverts along the road for drainage outlet and gullies

Stock piling of materials

Hazardous due to spoil disposal

Blasting/Vibration

Pollution of water resources

Water flow Disruption

Contamination of Soil

Biological Issues

Loss of forest (Forest type and Available plant species

Pressure on Forest due to construction activity(firewood/timber)

Pressure increased on forest (firewood/timber)

Possible impact on flora and fauna (biodiversity)

- if the road passes through forest

- possibilities of habitat loss or habitat Fragmentation

- Barrier to the wildlife movement corridor

Disturbance to wildlife, hunting, poaching etc.

Possibilities of damage due to aquatic habitat.

Socio-economic Issues

Change in land use

Loss of agricultural land/production

Population displacement

Loss of property/assets

Health, sanitation and safety of workers

Pressure on social services (drinking water, health, school, bank, electricity etc.)

Issues on infrastructures such as irrigation channel, transmission lines, telephone lines etc.

Issues on vulnerable Indigenous

Issues related on gender specific

Conflict in or with nearby host community

Availability of local construction workers, employment opportunities and mobilization of local people for road construction

Possible township / ribbon development along the road



Quality of life issue

Issues on occupational health and safety

Distribution of traditional occupation and livelihood

Issues on Social cohesion(Networking and community linkage) and Social Change(social inclusion)

Cultural and Religious Issues

Impact on other Cultural, Religious and Historical Sites

Chemical issues (bitumen, Lubricants, oil, Grease, acids etc)

Mitigation Measures

As mentioned above, the IEE study identifies, predicts, and evaluates the impacts of the road project on the environment. The ToR should indicate to document the environmental protection measures, both benefits augmentation measures and adverse impact mitigation measures in the IEE report. The TOR should also indicate that the mitigation measures should be presented with due consideration on:

- Preventive measures
- Compensatory measures
- Corrective/rehabilitative measures

The ToR should reflect to encourage the proponent to include benefit augmentation measures and mitigation measures for both construction and operational/maintenance stages. Each impact should be evaluated in terms of its significance. Environmental mitigation measures (for both beneficial and adverse impacts) should be proposed for significant impact. Environmental protection measures should be included as a part of the Environmental Management Plan (EMP) and may be presented in the matrix form. The IEE report shall contain detail site specific Environmental Management Action Plan identifying and specifying:

- quarrying sites,
- Environmentally safe tipping areas for surplus mass of excavated or any other material
- Work campsites
- Crusher plant sites

Costs and Benefits of the Project

The TOR should instruct the IEE study team to evaluate the cost and benefit of the project on environmental ground and this should be evaluated through appropriate analysis for construction, operational, and maintenance stages. The analytical information should be included in the main IEE report.

3.2 Initial Environmental Examination Study

The Consultant shall conduct Initial Environmental Examination Study as per Terms of Reference approved by MoPIT. After conducting Initial Environmental Examination Study, and preparation of draft IEE report in the format prescribed in the Schedule 5 of EPR 1997, the Consultant shall have to carry out presentations at DoR and MoPIT. The comments received and issues raised in the presentations shall be included and addressed in the final IEE report. Proof of the Public consultation conducted at an interval of 10 to 15 Km throughout the length at the Project site; and Recommendation letter(s) of the Municipality (ies) and respective Road Division / Project Office should be included in the final IEE report.



4. Technology Transfer

4.1 The client may depute supervising Engineer as per provision in Bill of Quantities to benefit from the know-how transfer, for close supervision and monitoring and to work as a liaison personnel between Client and the Consultant.

4.2 Incase the supervising Engineers are not deputed during execution period, the consultant shall not be entitled to claim the amount quoted in BoQ for supervising Engineer. The item related to field allowance specified for Supervising Engineer in the BoQ shall not be paid in such case.

5. Necessary Expert (Study Team)

- It is estimated that approximately **5 person-months** of key technical staff will be required for carrying out the services. In addition to the key technical staff mentioned in the team composition, technical support staff, administrative staff and other support staff may be required for completion of the assignment. Key technical staffs, their duties, qualification and experience requirements are as per data sheet clause reference 5.3. Curriculum vitae of the key staff will not be evaluated if he/she does not have the minimum educational qualification.

Adequate number of support staffs must be included, such as:

- Technical Assistance (Physio-Chemical)
- Technical Assistance (Biological)
- Technical Assistance (Socio-Economic)
- Acconut/Admin Staff
- Computer Operator
- Runner/Peon

Note: The above key staff composition and estimated total key staff person-month is client's suggestion. Consultants are advised to propose their own staff composition and staff input requirements for efficient performance of their job as per the Terms of Reference. However, minimum key professional staff to be provided by the consultant should not be less than the numbers mentioned above.

6. Time

Consultant shall commence the work from the date of signing agreement. Responsibilities of the consultant shall continue until the approval of the final report by MoPIT. Time frame for IEE report preparation for this assignment may take approximately 6 months (final time frame shall be as per contract agreement). However, in the event of dispute or other proceedings during and or after completion of the construction works, the consultant shall be available to assist DOR, under the same conditions of engagement as applicable to this Agreement.

7. Data and Assistance to be provided by the client

The following shall be provided to the Consultant by DOR:

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

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



8. Reporting

- The consultant shall keep complete records relating to all aspects of the work covered by his staff or service contract if any. Such records shall be available for inspection by PMEUP. Reports required to be submitted by the consultant during the course of his services are as follows:

8.1 Terms of Reference

- Consultant shall prepare individual ToR for the road and shall be one side printed.** The ToR should mention which of the relevant information should be included in the IEE report. As required by the Schedule 3 of the EPR 1997, the ToR must mention for the inclusion of references (cited in the text), annexes, maps, photographs, tables, charts, graphs and the questionnaires that are to be used during IEE studies. In addition, the ToR should indicate the legal requirement that should be complied by the proponent. For example, the final IEE report should include the information on public Notice, and approved Terms of Reference in the annexes.

The Consultant should submit at least 7 (seven) copies of the draft ToR to MoPIT and after review shall submit 15 (fifteen) copies of Final ToRs, for each road, to the DOR.

8.2 IEE Reports:

- Consultant shall prepare individual IEE Report for the road and the report shall be one side printed.** In order to avoid duplication of the information in the IEE report it is desirable to provide a compatible report format. The Report Format should strictly follow the Schedule 5 of EPR 1997. The Consultant should submit at least 15 (fifteen) copies of the draft Report to MoPIT and after review shall submit 5 (five) copies of Final IEE reports, for each road, to the DOR. For the P (I) projects, consultant shall submit the final Report within six month from the date of signing.

8.3 Electronic Copies:

The Consultant should submit 2 (Two) copies, for each road, in the Compact Disc (CD), which shall include TOR and IEE Reports, annexes and photographs.

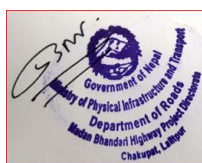
9. Presentation of the prepared documents:

The idea behind this presentation is the active participation and feedbacks from the DOR officers, the project staffs & Consultants and other stakeholders of the project. Hence, the Consultant should organize such presentations on the TOR and IEE Report. The Consultant shall present ToR and IEE Report in the specified format and defend to the DOR team prior to the submission to MoPIT. The Consultant shall submit at **least 15 (fifteen) copies** of Reports after incorporating comments and suggestions from the DOR. These Draft Documents shall be presented, by the consultant, to expert Review Team of Ministry of Physical Infrastructure and Transport and upon approval of these documents; the Consultant is required to submit final 5 (five) copies each of the TOR and IEE Report to the DOR.

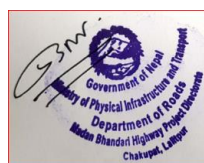
Mode of Payment:

- Payment up to 20% of the amount of component "C" of BoQ (Initial Environmental Examination (IEE)) shall be done after submission and approval of ToR by MoPIT.
- Payment up to 70% of the amount of component "C" of BoQ (Initial Environmental Examination (IEE)) shall be done after submission of Draft Report.
- Payment up to 100% of the amount of component "C" of BoQ (Initial Environmental Examination (IEE)) shall be done after submission and acceptance of Final Report by MoPIT and returning all the documents, maps and reports, if borrowed from the DoR.

Note: In case of Payment of Professional Liability Insurance (PLI), Payment of 50% of the amount of component "A" (General Works) shall be done after submission and acceptance of PLI by DoR and remaining payment 50% of the amount of component "A" shall be done after completion of



whole works (DPR+IEE) as mentioned in contract document.



Section 7: 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, Madan Bhandari Highway Project Directorate (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. **Detailed Project Report Preparation Road** 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 _____

